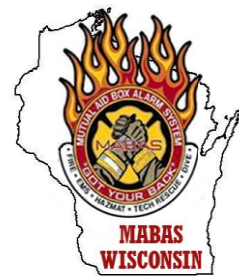


WISCONSIN FIRE SERVICE EMERGENCY RESPONSE PLAN



Wisconsin State Fire Chiefs Association



Wisconsin Emergency Management



*Mutual Aid Box Alarm System (MABAS)-
Wisconsin*

June 2008

Websites for contact information:

<http://www.wsfca.com>

<http://emergencymanagement.wi.gov>

<http://www.mabaswisconsin.org>

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ACTIVATION OF THE PLAN

Make Contact:

The Incident Commander or designee, must make the Request for Assistance to the State Duty Officer of Wisconsin Emergency Management by calling

1-800-943-0003

Provide Information:

- **Identify yourself and the agency making the request.**
- **Provide two callback numbers.**
- **Where is the location/town/county of the incident?**
- **Who is the incident commander?**
- **What is the reason for your request (type of incident)?**
- **What specific resource types and how many of each needed?**
- **Where are the resources to report (incident staging area)?**
- **When are the resources needed?**
 - **Immediate Deployment – need help now**
 - **Sustained Deployment – next operational period**
- **How long will the deployment last?**
- **What is the appropriate/safe routing to the incident?**

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PREFACE

Wisconsin Emergency Management (WEM) is the designated coordination and authorizing entity for the all-hazards, statewide Wisconsin Emergency Response Plan (WERP) through statute. Additionally, WEM in conjunction with the Wisconsin State Fire Chiefs Association (WSFCA) has been placed in charge of domestic terrorism planning and response coordination. The Mutual Aid Box Alarm System-Wisconsin (MABAS-WI) serves as the operational agency and provides a framework for Wisconsin fire services resource deployment. MABAS-WI has established a strategic goal for development of statewide mutual aid for fire, rescue, emergency medical services (EMS), and associated special operational services.

Accordingly, a key response and operational consideration in dealing with a domestic terrorism event is to ensure adequate fire, special rescue, EMS, hazardous materials, and communication capabilities for providing sustained, seamless and standardized operations. MABAS-WI and non-MABAS-WI fire services have collaborated to achieve this goal. MABAS-WI created the Activation Flowchart (See page 21) to provide an understanding of the mobilization, deployment, organization, and management of fire service resources that would assist local agencies in a major fire, disaster or other major emergency.

The Plan is applicable when invoked by WEM through a state declaration of disaster. WEM may also authorize special activation of the Plan without a declaration of disaster through a voluntary request for assistance as coordinated by WEM, the Wisconsin Department of Health and Family Services (DHFS) or MABAS-WI. It must be noted that this procedure does not apply, direct, or influence MABAS-WI operations or agreements as utilized on a daily basis by member agencies.

CONCEPT AND DESIGN

Purpose

The purpose of the Wisconsin Fire Service Emergency Response Plan (hereafter known as the Plan) is to provide local fire chiefs with easy access to large pool of fire service resources that may be needed in a major fire, disaster or other major emergency. The Plan is based on a series of observed occurrences and shared experiences during recent disasters and major emergencies in the State of Wisconsin and throughout the country. It is also an evolution of our past experiences in dealing with the day-to-day incidents that continually challenge our resources and competencies. Most importantly, it is a practical approach to provide fire service resources in quantities beyond the means of any single fire department.

The Mutual Aid Box Alarm System-Wisconsin (MABAS-WI), in cooperation with WSFCA and WEM, created the Plan to provide for the systematic mobilization, deployment, organization, and management of fire service resources to assist local agencies in a major fire, disaster or other major emergency. This systemic Plan can be utilized from the smallest incident to regional incidents up to and including catastrophic incidents, following the five response levels of the National Incident Management System (NIMS). The local fire service agency is the first tier of defense in responding to the ravages of a disaster. It is understood that no community has sufficient resources to cope with all emergencies.

Scope

The State of Wisconsin is susceptible to natural and man-made disasters on an annual basis, therefore accentuating the need for this level of coordination and preparation. The effective management of emergency response personnel during the incipient stage of any major incident and throughout its extended operations will by far, have the most significant impact on life loss and the severity of injuries to the affected population. WEM, through the State Emergency Operations Center (SEOC) and its authorized agents, shall utilize this Plan to coordinate and initiate all fire-related resources throughout the State of Wisconsin. The Plan provides for the activation and sustained response of aid to a community in the event of a localized disaster. These events can include, but are not limited to, major fires, tornadoes, train derailments, hazardous materials incidents, wildland fires, domestic terrorism and other events that may overwhelm the local fire department serving the community and its normal mutual aid resources.

This Plan serves as the mechanism to commit local fire, EMS, and special resources to emergencies beyond the scope of their normal mutual aid systems. In acknowledgement of the Wisconsin's Home Rule, it is important to understand that the control of an incident will remain in the hands of the local jurisdiction. Any and all assistance that is requested will be at the request of the local jurisdiction.

Key Concepts of the Plan

The Plan is directed towards enhancing disaster management at the local, county, and state level of government by:

- Providing a simple method to activate the sufficient quantities of fire, rescue, EMS and specialized personnel and resources necessary.
- Providing the interface between the MABAS-WI system and the Wisconsin Emergency Response Plan (WERP) in an effort to mobilize fire, rescue, EMS and specialized fire resources statewide.
- Establishing the positions, roles, and responsibilities necessary to activate and maintain this plan.
- Complimenting other disaster plans at the local and state level.
- Providing a mechanism to interface with other recognized state plans and the National Response Framework (NRF).
- Utilizing the Incident Command System (ICS) and the principles of the National Incident Management System (NIMS) that have been adopted by the State of Wisconsin.
- Activation of the Plan does not diminish local command and control of the incident or the initial response of MABAS-WI resources.
- This Plan serves as the mechanism for the mobilization of resources in a coordinated manner with various state and local agencies.

COMMAND AND ORGANIZATION

Authority

- State of Wisconsin Governmental Cooperation Act, **Appendix A**
- State of Wisconsin Emergency Management, **Appendix B**
- Emergency Management Assistance Compact (EMAC), **Appendix C**
- WEM/MABAS-WI – Standards and Procedures (WEM 8), **Appendix D**
- Mutual Aid Box Alarm System Agreement, **Appendix E**

Incident Command and Home Rule

When activating the Plan, the local jurisdiction shall utilize the National Incident Management System – Incident Command System (NIMS-ICS) as the incident management system. In recognition of “Home Rule” and if the incident is localized, then the local incident command (IC) shall remain in charge of the incident (See MABAS Levels of Response–WEM 8.03, **Appendix D**).

If the incident involves multiple (non-fire service) agencies or jurisdictions, the local incident commander will participate in a Unified Command (UC) system; local emergency operations centers will participate in a Joint Operations Center (JOC); and incident information will be coordinated within a Joint Information Center (JIC).

Relationship with Wisconsin Emergency Response Plan

The Wisconsin Emergency Response Plan (WERP) is the State government's plan-of-action for responding to disasters which fulfill the following criteria:

- The county and local response capabilities are overwhelmed; and
- The county or local government requests State assistance; and
- The Governor formally declares that a state of emergency has occurred, as per Section 166.03(1)(b)1 of the Wisconsin State Statutes, which authorizes the Governor, by Executive Order, to declare emergencies for all or part of the state and to utilize all available resources of state government to respond to the emergency; or
- If disaster threatens prior to the ability of the Governor to issue an Executive Order proclaiming the existence of a State of Emergency, the WEM State Duty Officer or their designee is authorized to activate the WERP and implement any emergency response actions that may be necessary for the immediate protection of life and property.

In addition, the Governor or designee may execute the WERP to support local situations when local resources are not adequate to sustain an effective response operation or when a significant state presence is required for immediate assistance. The Plan supports the WERP with the resources and response framework supporting the Emergency Support Functions of the WERP.

Relationship with State Emergency Operations Center

State agencies will provide resources to local government according to the functional responsibilities outlined below. These functions are referred to as Emergency Support Functions (ESF). For each function, a designated State agency will have primary responsibility and will provide resources and leadership relating to that function.

For the State of Wisconsin the Emergency Support Functions and the Primary Agency that manages the function are listed on the following table:

EMERGENCY SUPPORT FUNCTIONS	
<u>Emergency Support Function</u>	<u>Primary Agency</u>
1. Transportation	Wisconsin Department of Transportation
2. Communications	Wisconsin Emergency Management
3. Public Works and Engineering	
4. Firefighting	Wisconsin Emergency Management
5. Emergency Management	Wisconsin Emergency Management
6. Mass Care, Housing & Human Services	Wisconsin Department of Health & Family Services
7. Resource Support	Wisconsin Emergency Management
8. Health & Medical Services	Wisconsin Department of Health & Family Services
9. Urban Search and Rescue	Wisconsin Emergency Management
10. Oil & Hazardous Material	Wisconsin Department of Natural Resources
11. Agriculture and Natural Resources	Wisconsin Department of Agriculture, Trade and Consumer Protection
12. Energy	Public Service Commission
13. Public Safety & Security	Wisconsin Emergency Management
14. Long Term Community Recovery and Mitigation	Wisconsin Emergency Management
15. External Affairs	Wisconsin Emergency Management

MABAS-WI serves as the coordination point for the various ESF's. The Emergency Support Functions include: ESF 4 (firefighting), ESF 8 (emergency medical service), ESF 9 (search and rescue) and ESF 10 (hazardous materials). The coordination of the deployment of resources will be accomplished through the designated Central Dispatch Center facility identified by the Plan.

When the Plan is activated, the appropriate coordinator(s) will report to and utilize the assets of the State Emergency Operations Center through the WEM Fire Services Coordinator. This will provide for a seamless transition should the event become multi-discipline or multi-jurisdictional in nature.

MABAS-WI representation in support of the SEOC will provide guidance in determining the appropriate resource(s) and ensure the efficient deployment of those resources.

When local and state resources are determined to be inadequate to respond to the emergency, the Governor may request assistance through the appropriate national or interstate mutual aid system.

MABAS Levels of Response (WEM 8.03)

MABAS coordinates the effective and efficient provision of mutual aid during emergencies, natural disasters, or manmade catastrophes. In recognition of home rule, MABAS is not intended to relieve a local governmental unit from its responsibilities of providing adequate emergency services for all local emergencies, since all local governmental units should have their own first line of defense. When a local governmental unit exhausts its resources, MABAS can be activated by the stricken unit through a systematic plan at the following NIMS level response types:

- (1) A “local village, township, city or fire district level response type 5” is an emergency that is a routine day-to-day event utilizing resources listed on a MABAS box card with a minimum of three MABAS alarm levels which is triggered locally by the incident commander on the scene of an emergency.
- (2) A “regional city, county or fire district level response type 4” is an emergency that has exhausted “local village, township, city or fire district level response” capabilities and may utilize up to three MABAS interdivisional cards. A regional response is triggered locally by the incident commander on the scene of an emergency.
- (3) A “state or metropolitan area level response type 3” is an emergency that has exhausted “regional city, county or fire district response” capabilities and may utilize multiple MABAS interdivisional cards. A state response is triggered by a request to the WEM duty officer by the incident commander on the scene of the emergency. Responding resources will be coordinated by the WEM duty officer in coordination with the regional MABAS division coordinator.
- (4) A “national level response types 1 or 2” is an emergency that has exhausted “state level response” capabilities or is an event of national significance which is triggered by or transmitted to the WEM duty officer through the Emergency Management Assistance Compact under ss. 166.30, Stats.

Organizational Structure

For purposes of this Plan, WEM and MABAS-WI have divided the State of Wisconsin into six (6) geographical regions. The regions are:

- Northwest Region

The counties/divisions in this region are:

Ashland, Barron, Bayfield, Burnett, Douglas, Iron, Polk, Price, Rusk, Sawyer, and Washburn

- Northeast Region

The counties/divisions in this region are:

Florence, Forest, Langlade, Lincoln, Marathon, Marinette, Menominee, Oconto, Oneida, Portage, Shawano, Vilas, and Wood

- West Central Region

The counties/divisions in this region are:

Buffalo, Chippewa, Clark, Dunn, Eau Claire, Jackson, La Crosse, Monroe, Pepin, Pierce, St. Croix, Taylor, and Trempealeau

- East Central Region

The counties/divisions in this region are:

Brown, Calumet, Dodge, Door, Fond du Lac, Green Lake, Kewaunee, Manitowoc, Marquette, Outagamie, Sheboygan, Waupaca, Waushara, and Winnebago

- Southwest Region

The counties/divisions in this region are:

Adams, Columbia, Crawford, Dane, Grant, Green, Iowa, Juneau, Lafayette, Richland, Rock, Sauk, and Vernon

- Southeast Region

The counties/divisions in this region are:

Jefferson, Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha

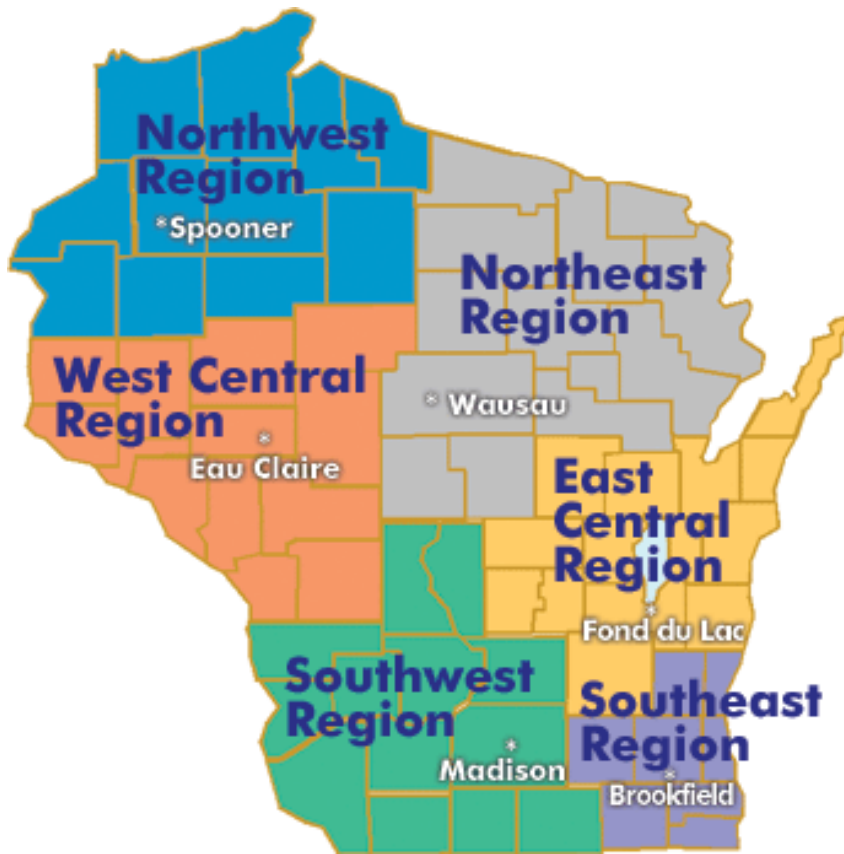
REGIONS: A region is a grouping of counties in a geographic area that have been designed for deployment of resources within the Region and to other Regions (see following page and **Appendix F**). These regions, used by both WEM and MABAS-WI, are determined and may be altered by the Adjutant General for the State of Wisconsin (ss. 166.03 (2) 6. (b) 1., Stats). Each region has a Regional Director for WEM and a Regional Coordinator for MABAS-WI to assist in coordination of activities in that region.

DIVISIONS: Divisions are groups of agencies within a geographical area working together to provide mutual assistance to one another on a routine basis (See Detailed MABAS-WI maps – **Appendix F**). Each Division President is responsible for maintaining a current listing of available fire service resources within their respective Division.

MABAS MEMBERS: MABAS-WI members are established by local governmental entities that have entered into an Agreement (See MABAS-WI Agreement, **Appendix E**) to work together for the provision of fire, EMS, and related services. The MABAS-WI members are organized by Divisions and are governed by an Executive Board comprised of the representatives of each Division.

NON-MABAS MEMBERS: Agencies that are not members of MABAS-WI may participate in the Plan by signing a memorandum of understanding directly with the Wisconsin Emergency Management. Stricken units that are not part of MABAS-WI will be provided the resources of the Plan and MABAS-WI at their request. Non-MABAS members will not be requested nor will participate in a MABAS-WI deployment.

Wisconsin Fire Service Emergency Response Plan MABAS-WI/WEM Regional Map



OPERATIONS AND PLAN ACTIVATION

PLAN ACTIVATION

When a local jurisdiction is impacted by a disaster situation, the local fire service Incident Commander will initially request additional assistance by utilizing the local mutual aid system and County Emergency Support Function resources. The Plan recognizes that there are several variations of mutual aid systems throughout the State of Wisconsin. The Plan is not intended to replace or inhibit the development of any local or regional mutual aid system. When a local jurisdiction is no longer able to obtain additional assistance through the area mutual aid system, they may activate this Plan for additional assistance.

During any major incident, interagency coordination is essential. When a local entity has exhausted, or anticipates exhausting available resources, the local Incident Commander should contact his local government agency's chief elected official to request a declaration of disaster and additional resources through the WEM State Duty Officer.

To activate the Plan the Incident Commander or designee, must make the Request for Assistance to the State Duty Officer of Wisconsin Emergency Management by calling: 1-800-943-0003 and provide the following information:

- Identify yourself and the agency making the request.
- Provide two callback numbers.
- Where is the location/town/county of the incident?
- Who is the incident commander?
- What is the reason for your request (type of incident)?
- What specific resource types and how many of each needed?
- Where are the resources to report (incident staging area)?
- When are the resources needed?
 - Immediate Deployment – need help now
 - Sustained Deployment – next operational period
- How long will the deployment last?
- What is the appropriate/safe routing to the incident?

Request for Assistance

After the State Duty Officer has received the Request for Assistance, the State Duty Officer shall then notify the Senior Duty Officer and the WEM Fire Services Coordinator of the request. The request will be processed through the Central Dispatch Center utilizing the State Response Notification System. Upon receiving a Request for Assistance, the Central Dispatch Center will complete the a Request for Assistance Form listing exactly what resources are being requested, what area(s) resources have already been utilized from, the anticipated duration of the mission and nature of the mission to which those resources will be assigned. The Central Dispatch Center will then fill the request based upon the information given. Once the Central Dispatch Center has

committed to filling a request, the State Plan Coordinator shall be contacted and advised of the Plan activation (See Form #2 – Request for Assistance Form – **Appendix N**).

Declaration of Disaster

At the State level, the declaration is recommended by WEM and approved by the Governor of Wisconsin. Under a Declaration of Disaster, available fire, rescue, and EMS resources may be requested, mobilized and deployed to a stricken area. All resources requested and which respond under a WEM request are afforded all powers and protections contained within Declaration of Disaster statute.

A Major Disaster Declaration usually follows these steps:

- **Local Government Responds**, supplemented by neighboring communities and volunteer agencies through mutual aid agreements or the MABAS. If overwhelmed, turn to the State for assistance;
- **The State Responds** with State resources under the Plan, the Wisconsin National Guard, and other state agencies as deemed necessary;
- **Damage Assessment** is conducted by local, state, federal, and volunteer organizations to determine losses and recovery needs;
- **A Major Disaster Declaration** is requested by the Governor of Wisconsin, based on the damage assessment, and an agreement to commit state funds and resources to the long-term recovery;
- **FEMA Evaluates** the request and recommends action to the White House based on the disaster, the local community and the state's ability to recover;
- **The President approves** the request or FEMA informs the Governor it has been denied. This decision process could take a few hours or several weeks depending on the nature of the disaster.

WEM Special Authorization for Response (Without Disaster Declaration)

Within special circumstances, WEM may request mobilization of fire/EMS/special team operations without a declaration of disaster. Response to this request for mobilization will be voluntary and in accordance with the “Voluntary Response to a Request for Assistance” section of the Plan.

Voluntary Response to a Request for Assistance

From time to time, WEM, DHFS, WSFCA, and/or MABAS-WI may receive requests for fire, EMS and rescue assistance from a stricken community where a declaration of Disaster is not applicable, nor been declared. In such cases, these requests are purely voluntary in nature and such requests can be denied by any fire, EMS or rescue agency.

In the event such a voluntary request for fire, EMS or rescue services are accepted by a local

agency, they do so at their own risk and may not receive reimbursement, compensation or liability protection as afforded through a Declaration of Disaster.

WEM and MABAS-WI officials only facilitate such requests for voluntary assistance. In all cases involving requests for voluntary assistance, all involved agencies may respectfully decline without reason.

MABAS-WI Agency Request for Activation of the Plan

A MABAS-WI agency may request a declaration of disaster and additional resources through this Plan by following proper procedures through WEM. Once a declaration has been issued, all resources utilized in the mitigation of the event and included in this Plan will be provided all powers and protections contained within Declaration of Disaster statute.

MABAS-WI agencies preplan an increasing level of resource required for each emergency incident as it escalates. The response agencies identified for filling the incident type requirements are placed on box alarm cards. The box cards are utilized for activation of the MABAS and upgrading box alarm levels. At present, the MABAS development in the State is not complete. At the point where MABAS-WI resources are in all regions in the State, MABAS-WI may activate the Plan at a lower incident threshold than indicated in WEM 8.03.

Emergency Management Assistance Compact

The mission statement of the Emergency Management Assistance Compact (EMAC) is to facilitate the efficient and effective sharing of resources between member states during times of disaster or emergency.

The EMAC is an interstate mutual aid agreement and partnership among all 50 states, which was developed out of the need to coordinate resources across state lines in the event of a disaster and the ability to draw upon significant experience and expertise of member states. There are thirteen (13) EMAC “articles” which address common issues such as liability, licensure, reimbursement, and call into action emergency managers from across the nation, who are trained and equipped to handle disasters, ultimately saving the public from longer recovery times and costs (See Emergency Management Assistance Compact – **Appendix C**).

The maximum time of deployment shall be for sixteen days. The working deployment is fourteen (14) days and includes one travel day in each direction. This would be typical for an Interstate and/or EMAC deployment.

The EMAC Procedure

1. The Governor of the impacted state issues a state of emergency
2. EMAC is activated (typically by the impacted State Emergency Operations Center (EOC).
3. State assesses needs for resources

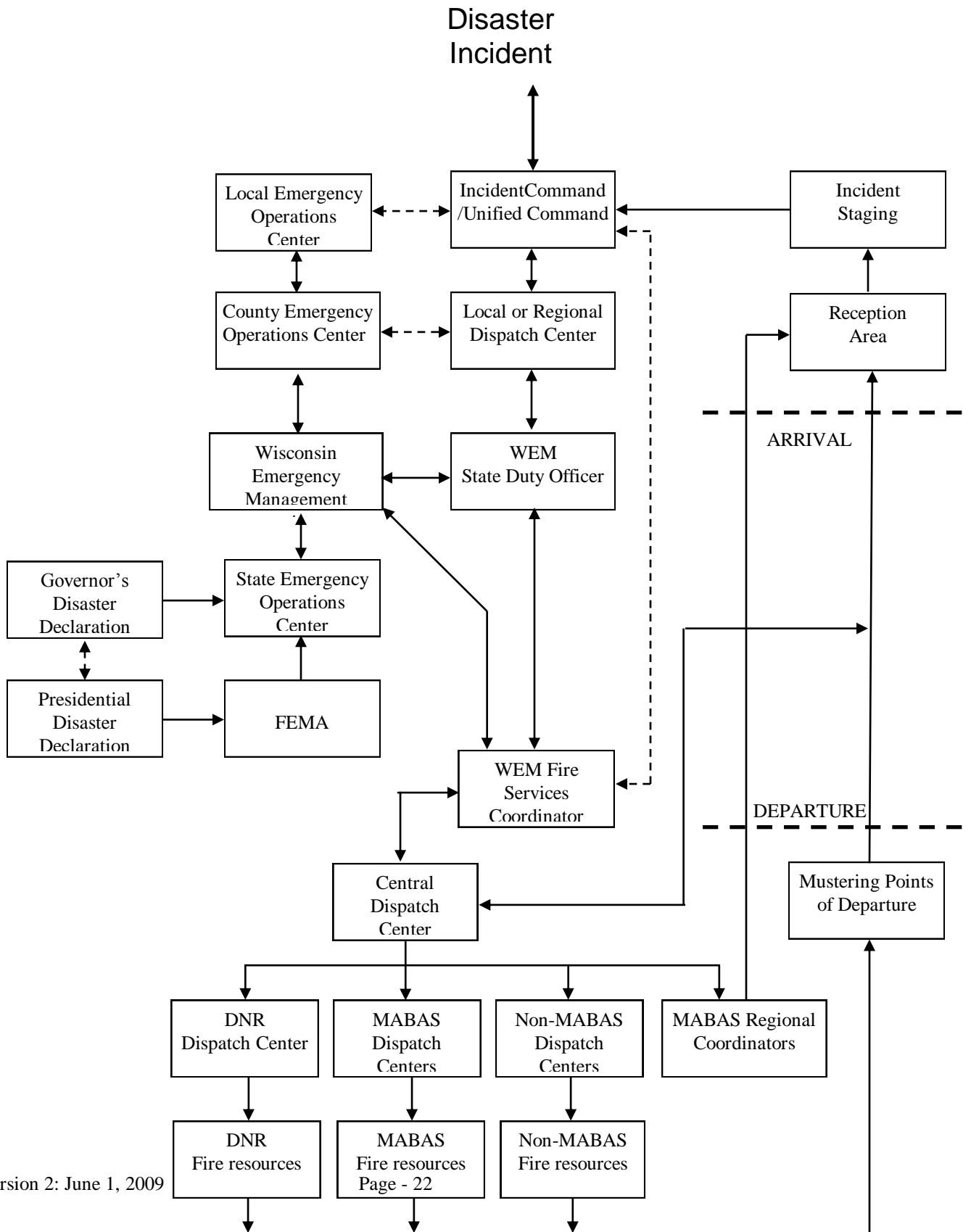
4. Advance-Team (in-house or from another state) helps to find the resources, determines the cost for said resources and resource availability
5. State completes a negotiation process to determine costs to impacted State
6. Impacted State completes the EMAC “REQ-A Form”
7. Resources are sent to requesting State from assisting State (mobilized and deployed)
8. Once the assignment is complete the resources are demobilized and sent home
9. Assisting State sends Requesting State “Reimbursement Package” (after internal audit)
10. Assisting State received reimbursement from impacted State.

EMAC Advance Team Procedures

The EMAC Advance Team (A-Team) is a team, typically comprised of two staff members, of EMAC trained and experienced personnel designated to deploy to a State to facilitate inter-State mutual-aid assistance under the EMAC. The mission of the EMAC A-Team is to implement EMAC on behalf of the requesting State by coordinating and facilitating the provision of assistance from other member States in accordance with procedures set forth in the EMAC Standard Operating Procedures.

“Standing” A-Teams may operate from their home State(s), but in large-scale disasters, the requesting State may require a “Forward” A-Team which is deployed to the requesting State’s EOC. A-Teams may also be deployed to FEMA Regional Operations Centers (ROCs) or FEMA Headquarters as a part of the Emergency Support Team (EST), as requested by FEMA and approved by the EMAC Chair. For a multi-State event, a “Controlling” A-Team will be designated.

ACTIVATION FLOWCHART



DEPLOYMENT OF RESOURCES

Critical Concepts

Critical to the success of this deployment plan is the concept of an efficient timeframe for deployment. In concert with this concept, it is critical that all resources deployed are adequately documented and tracked. All responding equipment is required to report to the designated Reception Area.

Immediate Deployment

Immediate deployment of resources anticipates a direct response to the scene of the disaster. Typically, an Immediate Deployment is not envisioned under the Plan, however such an event may occur and require a response under the Plan. Emergencies conducted under the MABAS-WI system are typically immediate in nature and envision a limited time of assistance. Unless otherwise stated, the anticipated duration of the deployment will be less than twenty-four (24) hours.

Sustained Deployment

Deployment of resources shall be within four (4) hours of notification. Anticipated deployment under a sustained response may be expected to exceed twenty-four (24) hours. All personnel responding on a Sustained Deployment are required to be self-supporting for up to seventy-two (72) hours. Sustained deployment of personnel shall not exceed three (3) days, inclusive of travel days.

EMAC Deployment

Deployment of resources shall be within twenty-four (24) hours of notification. The working deployment is fourteen (14) days excluding travel time in each direction. All personnel responding on an EMAC Deployment are required to be self-supporting for up to seventy-two (72) hours. The maximum time of an EMAC Deployment shall not exceed sixteen (16) days.

Self-Dispatching

Fire Department units and/or individuals shall not self-dispatch to a Plan activation. To ensure proper dispatch procedures and to maintain security of the incident, a 'security access code' shall be issued to responders by the authorized Response Control Center. The incident password/pass-code shall remain confidential throughout the incident. Units or individuals that cannot provide the security access code shall not be utilized at the incident and will be directed to return to their respective communities. It will be the position of MABAS-WI to take aggressive action to insure that such resources are not utilized by denying logistical support, funding, and reimbursement to self-dispatched units or personnel.

Specific Procedures for an Activation of a Sustained Deployment

A. Resource Response

There are several stages concerning a formal State assistance request. When an incident occurs, local and county resources are utilized first. If the incident exceeds their capabilities, local or county authorities may request State resources from the State Duty Officer. The State Duty Officer shall then notify the Senior Duty Officer and the WEM Fire Services Coordinator of the request.

If the incident is of catastrophic proportions, the Governor of Wisconsin may declare the incident a “State of Emergency” and may request a “federal disaster declaration” and EMAC assistance.

In the absence of a county request during a significant event, WEM may request to move assets of the Plan to a specified site near the impacted area in anticipation of a formal request being received.

B. Notification Procedures

Upon notification from the disaster affected county or locality, the State Duty Officer notifies the Senior Duty Officer and the WEM Fire Services Coordinator. Once the situation has been assessed, the Senior Duty Officer and the WEM Fire Services Coordinator will decide whether to implement the Plan. The WEM Fire Services Coordinator will identify the assets to be activated and request an alert through the State Response Notification System in the Central Dispatch Center to the Division Dispatch Center(s) and the MABAS-WI Regional Coordinator(s). Included in the notification will be the initial situation report, where the assets will report, and any other pertinent information. It is the responsibility of the requested agency to inform the Central Dispatch Center of any restrictions regarding asset availability. Concurrent with the selection of the resources to be activated, transportation requirements and mustering points will be coordinated by the MABAS-WI Regional Coordinator(s) where the resource(s) are requested from.

There are four types of notifications that will be issued to communicate task force information; advisories, alerts, activations, and demobilization orders.

Advisory Notice

Upon the occurrence of a significant disaster event or an impending event, the State Duty Officer may issue an Advisory Notice to all the Plan assets. This advisory will be issued

from the WEM Fire Services Coordinator to the assets by telephone to the MABAS-WI Regional Coordinators.

All appropriate information related to the event is listed in Request for Assistance (See Form #2, **Appendix N**), and will be provided, as it becomes known. The advisory is for informational purposes only and does not constitute a directive to begin any mobilization activities, or incur any expense.

Note: Advisory Notices may also be issued periodically during an incident to inform all assets in the State System of any incident information updates.

Alert Notice for Sustained Deployments

If resources of the Plan have a probability of being requested within the next 24 hours, the WEM Fire Services Coordinator may issue an Alert Notice. The sponsoring agency of the asset being placed on alert must determine if that asset can be released for service.

All appropriate information (for the Strike Team, Task Force or Single Resource) related to the event is listed in Disaster Team Deployment (See Form #3, **Appendix N**) Notice, and will be provided, as it becomes known.

The Alert Notice may be verbal followed by written confirmation, normally within 12 hours. Alert notices shall be issued only after consultation with the Senior Duty Officer and the WEM Fire Services Coordinator.

Activation Order for Sustained or EMAC Deployments

If a disaster will require resources of the Plan, the WEM Fire Services Coordinator will select the assets to be activated. He will contact the sponsoring agency to determine the availability of the asset, if not already alerted for service by the Central Dispatch Center. Once the asset accepts the mission, the WEM Fire Services Coordinator will issue an Activation Order. This will be done by telephone followed by written documentation within 12-hours that indicates the time of activation. All appropriate information related to the event is listed in Disaster Team Deployment (See Form #3, **Appendix N**), and will be provided, as it becomes known.

Sponsoring agencies accepting the mission are expected to field all necessary personnel, equipment, and supplies; and report to their designated Muster Point. From activation until arrival at the Reception Area, the assets will be under the control of and will provide regular situation reports to the WEM Fire Services Coordinator.

Demobilization Order

If an Alert Notice has been issued, and subsequent information indicates that mobilization of the task force is not warranted, the WEM Fire Services Coordinator will issue a verbal Demobilization Order, utilizing the Authentication Matrix, and followed by a written

Demobilization Order (See Form #5 **Appendix N**) normally within 12-hours to the sponsoring agency.

After activation, a demobilization of assets may occur at any time during the mobilization process, as determined by the WEM Fire Services Coordinator. A written Demobilization Order will be issued to the sponsoring agency. The order will include the official stand-down time, cache rehabilitation period, personnel rehabilitation period and other factors deemed necessary to ensure team readiness. After departure from the mobilization center, a demobilized task force will be under the control of and will provide regular situation reports to the Wisconsin Emergency Management, Fire Services Coordinator until arrival at its home jurisdiction.

Authorized expenses incurred by the Plan related to federal activation activities will be reimbursed by FEMA as outlined in Section IX – Post-Mission Activities.

Information Requirements for Advisory, Alert, Activation, and Demobilization

Advisory/Alert	Activation	Demobilization
<ul style="list-style-type: none"> • Type of event • Location • Magnitude • Weather conditions • Current situation 	<ul style="list-style-type: none"> • Type of event • Location • Magnitude • Weather conditions • Situation Report • Damage assessment • Determining fund levels • Mustering Point location • Projected time of departure • Aircraft information (size/type) • Contact person (call back) • Reception Area location • Task force dispatch/tactical Radio frequencies • Mobilization center location • Other resources activated • Anticipated length of mission • Time of official activation • Person initiating activation • Identify tracking and contact procedures 	<ul style="list-style-type: none"> • Reason for demobilization • Person initiating demobilization • Time of demobilization • Reimbursement information • Personnel and equipment rehabilitation allowances

Resource Tracking

Resource tracking begins at the time of dispatch and continues throughout the incident. Resource tracking requires the use of NIMS guidelines and ICS forms. Resource tracking will end when the deployed resource is recorded as having returned to their respective station.

Documentation

Teams or vehicles responding under this Plan are to be equipped with the following:

1. Copies of all ICS forms are available at <http://fema.gov> or <http://wiesponder.com>. Appropriate ICS forms per the incident must be completed.
2. All responding personnel are required to utilize and complete ICS Form 214. (See Documentation Procedures/Unit Log – **Appendix K**)
3. All responding personnel are required to utilize and complete a MABAS-WI Emergency Contact Form. (See Emergency Contact Information Form – **Appendix H**)
4. Proof of insurance for each vehicle deployed.
5. Copy of basic vehicle information/apparatus inventories.

Prior to responding or while en-route the officer in charge of the responding resource will insure completion of the ICS 214 and the Emergency Contact Form (**Appendix H**) and have them available to present when arriving at the Reception Area.

Once requested resources arrive in the designated Reception Area, it is critical that the documentation process begin. Documentation is important in order to receive funds should the incident become eligible for reimbursement at the Local, State or Federal level.

The coordination of the documentation process is the responsibility of the requesting jurisdiction. It is the responsibility of each responding agency to forward completed documentation to their MABAS-WI Division in a timely manner. Each MABAS-WI Division will then forward, at one time, all documentation of the responding Division resources to the assigned MABAS-WI Finance Section Chief.

Demobilization

The Incident Commander shall conduct demobilization of the resources as part of the deactivation of requested resources. Each company/unit officer is responsible to ensure that all personnel, equipment and apparatus are accounted for prior to leaving the incident location. (See Demobilization Form, ICS Form 221 – **Appendix N**)

Prior to leaving the incident each company/unit officer shall checkout with the Incident Commander, Logistics Section Resource Unit Leader, or designated representative.

RESOURCE RESPONSIBILITIES

Failure To Respond

If a jurisdiction receives a request that they cannot fulfill, the jurisdiction has the right to refuse the request. The jurisdiction must immediately notify the Central Dispatch Center the inability to fulfill the request. The Central Dispatch Center will in turn notify the requesting authority.

Code of Conduct

This Code of Conduct establishes a standard of good conduct governing the behavior of all personnel responding under the Plan. The conduct of each deployed member reflects upon their team, the sponsoring agency, State of Wisconsin, and the fire service as a whole. Behavior that fails to meet acceptable standards of conduct will result in removal of the member or team from the response area and immediate demobilization. Where rules of aiding resource and stricken jurisdiction are in conflict, the most restrictive rule shall apply.

Agency Responsibilities

As a member of MABAS-WI and the Aiding Unit agency, resources have the responsibility to adhere to the following:

- Sponsoring agencies should train each deployed member of their sponsoring agency's rules, regulations, policies and procedures and this general Code of Conduct.
- It is the responsibility of the MABAS-WI to reinforce the Code of Conduct during all planning sessions, team meetings and briefings, and to monitor compliance.
- It is the afflicted agencies responsibility to inform the responding entity of established rules, regulations, policies and procedures.

Individual Responsibilities

As a basic guide, members will base all actions and decisions on the ethical, moral and legal consequences of those actions. It is in this manner that positive and beneficial outcomes will prevail in all events. All responding members will abide by this basic code of conduct:

- Behave honestly and with integrity;
- Act with care and diligence;
- Treat everyone with respect and without harassment, victimization or discrimination;
- Comply with the laws of the sponsoring and afflicted jurisdiction where applicable;
- Uphold the basic principles of good conduct;
- Comply with all sponsoring and afflicted agency policies, procedures & instructions;
- Maintain confidentiality;
- Avoid and disclose conflicts of interest, including the acceptance or offer of bribes, gratuity, or favor;
- Use assigned and issued resources in a proper manner, and do not obtain them fraudulently, use them inappropriately, or waste them needlessly;
- Do not provide false or misleading information;
- Do not improperly use information, status, power or authority; and

- Do not behave in a way that brings discredit on the person, unit, community, or the fire service.

PLANNING AND MAINTENANCE

PLANNING PROCESS

The coordination responsibility, which includes the development, revision, maintenance, distribution, training and exercising of the Plan, rests with the Wisconsin State Fire Chiefs Association through the MABAS-WI. The Executive Board of MABAS-WI will ensure that the Plan is reviewed on a bi-annual basis. A current copy of the Plan will be available through Wisconsin Emergency Management and the WEM Fire Services Coordinator.

Revision Process

The general revision process will be as follows:

- An interagency task force will be established to conduct an annual review of the Plan. The task force is comprised of representatives from WSFCA, WEM, and MABAS-WI. Each agency may appoint one or more individuals to the task force to accomplish the review process.
- Any proposed changes or revisions to the Plan shall be made available to the members of the Executive Boards of each agency for review and comment. Any disputes will be resolved by a majority vote of the equally represented agencies (each agency, one vote).
- The Executive Boards shall then approve or disapprove any recommended changes to the Plan at their respective regularly scheduled Executive Board Meetings. Copies of the revised Plan will be forwarded to the Presidents of WSFCA and MABAS-WI, and WEM Fire Services Coordinator.
- All approved revisions to the Plan shall be documented in the Plan Revision Log.

Key Positions in the Maintenance of the Plan

(See Key Position Checklists – **Appendix H**)

- Plan Activation –Incident Command/Dispatch Centers
- President of the Wisconsin State Fire Chief’s Association
- President of the MABAS-WI Executive Board
- WEM Fire Services Coordinator
- MABAS-WI Regional Coordinators

- Division Representatives

Resource Inventory

Each MABAS-WI Division is required to maintain a current resource inventory of equipment, vehicles and personnel available for response within the scope of this Plan. MABAS-WI Divisions shall submit, on an annual basis, their resource inventory listing to their MABAS-WI Regional Coordinator or Regional Operations Section Chief (if the position is filled). Non-MABAS-WI participants under this Plan shall maintain a current resource inventory of equipment, vehicles and personnel available for response with the scope of this Plan and submit the inventory to WEM on an annual basis.

Resource inventories shall be submitted no later than the end of the first quarter of the calendar year to the respective agencies noted above.

Directions for Completing the Resource Inventory

To ensure adequate protection is maintained on a local level, a key point of the MABAS-WI system is to maintain an 80% capability of resources within the Division and up to 20% of a Division's assets may be deployed under the Plan. See the directions for completing the Resource Inventory in Form #1 – Resource Inventory – **Appendix N**.

Credentialing

Credentialing is address in WEM 8.08 Credentialing (See the WEM/MABAS-WI – Standards and Procedures, **Appendix D**) where it states that:

Through December 31, 2009, all firefighters responding under MABAS shall meet the training standards and requirements of entry level firefighters trained under s. COMM 30.07. Commencing January 1, 2010, all firefighters responding under MABAS shall meet the training standards and requirements of firefighter I trained under s. COMM 30.07. Emergency medical services responders shall have a valid emergency medical services license as defined in s. HFS 110 through 113.

Training Levels

Training Competencies

Responding personnel shall meet the following minimum requirements/compliance:

- 1) Wisconsin State certified Firefighter I (for intrastate deployments, starting 01/01/2010)

- 2) Wisconsin State certified Firefighter II (for interstate and EMAC deployments, starting 01/01/2015)
- 3) Wisconsin State certified Hazardous Materials Operations Level (For Those Operating in Support Function)
- 4) Wisconsin State Certified Hazardous Materials Technician Level (Level A Teams – Starting 01/01/2010, Level B Teams – Starting 01/01/2011)
- 5) NIMS Incident Command System IC 100, 200, 700 and 800A Certification (All Responders effective NIMS Timeline.)
- 6) NIMS Incident Command System ICS 300. (All Company Officers by 1/1/2010)
- 7) NIMS Incident Command System ICS 400. (All Incident Commanders, Task Force leaders, Strike Team Leaders and Group Leaders, and Regional Coordinators by 1/1/2010)
- 8) NIMS Command & General Staff certified (Type 4 Incident Management Assistance Team, required for participation.)
- 9) NIMS All-Hazard ICS Certified (Type 3 Incident Management Assistance Team, required for participation)

If a request for ALS Ambulances is made within the Plan, there shall be at a minimum, one licensed Emergency Medical Technician-Paramedic (EMT-P) and one licensed Emergency Medical Technician-Basic (EMT-B). If a request is made for EMS personnel and transportation is not necessary, responding personnel shall hold a minimum of a Wisconsin State certified EMT license in accordance with their assigned duties.

Personnel responding to an EMAC Deployment with Hazardous Materials teams shall have certifications and training that meet Federal Emergency Management Agency (FEMA) requirements.

Personnel responding to an Intrastate Deployment with Regional Hazardous Materials or Collapse & Technical Rescue Teams shall have certifications and training that meet State of Wisconsin requirements for deployment.

Physical Requirements

Additionally, personnel responding to an activation of the plan shall be in physical condition commensurate with the expected tasks to be performed and conditions to be faced. All participating agencies agree that they shall only deploy responders that are in acceptable physical condition to safely perform the duties of their position (fit for duty).

Responders must be fit enough to perform these essential job functions.

- Fire-fighting tasks, rescue operations, and other emergency response actions.
- Wearing a Self Contained Breathing Apparatus (SCBA) which requires the ability to tolerate increased respiratory workloads.
- Exposure to toxic fumes, irritants, particulates, biological and non-biological hazards.
- Climbing stairs while wearing fire protective ensemble weighing at least 50 lb or more and carrying equipment/tools weighing an additional 20 to 40 lb.

- Wearing fire protective ensemble that is encapsulating and insulated.
- Searching, finding, and rescue-dragging or carrying victims ranging from newborns up to adults weighing over 200 lb.
- Advancing water-filled hose lines up to 2.5 in. in diameter from fire apparatus to occupancy.
- Climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces.
- Unpredictable emergency requirements for prolonged periods of extreme physical exertion.
- Operating fire apparatus or other vehicles in an emergency mode.
- Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, further aggravated by fatigue, flashing lights, sirens, and other distractions.
- Ability to communicate while wearing Personal Protective Equipment (PPE) and SCBA under conditions of high background noise, poor visibility, and drenching from hoselines and/or fixed protection systems (sprinklers).
- Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members.

Note – Reference NFPA 1582 for additional information on the above job tasks and medical fitness for duty.

Exercising the Plan

Exercises/Drills

Exercise and/or drill will be conducted to assess the adequacy of the provisions and intentions of the Plan. The goal of exercising the Plan is to establish benchmarks and measuring the effectiveness and development of a gap analysis of the Plan. As the development of the Plan matures, the Plan will be exercised at three levels:

- Tabletop Exercises
- Functional Exercises
- Full-Scale Exercises

The scope of the exercise and/or drill shall be conducted on local, regional, and statewide basis to evaluate the effectiveness and response in a real-world setting.

After Action Reports

The members of the Intrastate Mutual Aid System (IMAS) Workgroup will develop an After Action Report of an event and will distribute the report through their represented agencies. As the lead state coordinating agency, WEM will assume the responsibility for development and distribution of the After Action Report.

LOGISTICS AND SUPPORT

Self-Contained

The logistical support of mutual aid resources is critical in the management of a disaster effort. Logistical support will be established as soon as possible and will be maintained by the agency requesting the resources. Responding resources on a Sustained or EMAC Deployment should be prepared to be self-contained for up to seventy-two (72) hours. (See Form #4 – Personal Logistics Items Checklist – **Appendix N**)

- The responding local agency or MABAS-WI Division should provide food, water, and shelter for up to seventy-two (72) hours for their responding personnel.
- When responding to a Sustained or EMAC Deployment, personnel should bring medicine, clothing and personal hygiene items to support themselves for no less than seventy-two (72) hours. The mission length will determine the final amounts necessary.

Communications

The key to the successful operation of the various resources into a region will depend heavily upon the ability of these agencies to communicate effectively between responding resources. It is realistic to assume that in the wake of a major disaster, the existing communication system in the affected area will be inoperable or severely compromised. Considerations may include use of disaster network communications, i.e. WISCOM or portable base station equipment. It remains the responsibility of the requesting jurisdiction to make arrangements for effective communications. Plain language for all voice transmissions shall be utilized.

At a minimum, requesting jurisdictions must have IFERN, Fireground Red, White, and Blue, WISPERN, MARC2, and WEMCAR to effectively communicate during a disaster. (See Communications Plan – **Appendix H**)

WEM does have a cache of communication equipment available for emergency response. The cache includes a mobile command post with ACU 1000 (cross patch) capability, portable repeater system and antenna, and portable radio equipment.

Central Dispatch Center

This is the facility from which resources are notified and assigned mission information when utilizing this Plan. Resources will communicate their status and request/be provided information through this facility. The Central Dispatch Center is the communication hub for alerting/notifying requested resources, acknowledgement of receipt of the request, departure from the Muster Point, and arrival at the Reception Area designated by the incident. The Central Dispatch Center will track responding resources and provide assistance to the resources as necessary.

The WEM State Duty Officer will provide the Request for Assistance from the local incident commander to the Central Dispatch Center. The Center will utilize a Response Notification System that identifies the available resources and sends the alert through multiple communication systems. The Central Dispatch will maintain the resources loaded in the System through periodic electronic updates. There will be a primary and a back up Central Dispatch Center.

Reception Area

The Reception Area is a location separate from staging areas where resources report in for in-processing and out-processing. The Reception Area provides accountability, security, situational awareness briefings, distribution of Incident Action Plans, briefings, and supplies for requested resources. No resources will be allowed into the Reception Area without the proper Authentication Matrix. The Reception Area may be co-located with other incident facilities, i.e. Base Camp. Resources will be sent to incident staging area(s) or directly to operational areas from the Reception Area.

WISCOM System

The Wisconsin Interoperability System for Communications (WISCOM) will provide statewide reliable and responsive communications interoperability between fire, police, rescue, emergency medical, emergency management and other government services. Specifically, it is an interoperable communications project utilizing the high band (VHF) frequency in a trunking system platform, designed for statewide communications. The project is being funded through the Office of Justice Assistance and managed by a subcommittee of the State Interoperability Executive Council called the State System Management Group (SSMG).

As it relates to the Plan, the WISCOM system will be utilized as the communication system for coordination of resources by the WEM – Fire Services Coordinator, the Central Dispatch Center, the MABAS-WI Regional Coordinators, and the task force/strike team leaders of the deployed resources. The WISCOM will also be utilized to coordinate the activities of the emergency operations centers participating in the emergency incident.

Security/Validation Procedures

During some deployments it may be necessary to ensure various forms of communication as valid. MABAS-WI utilizes an Authentication Matrix procedure for this purpose. The Authentication Matrix will be issued to task force or strike team leader by the Central Dispatch Center prior to departure or by the Incident Commander. (See Authentication Matrix – **Appendix I**)

Force Protection

Protection of responders will be coordinated with ESF 13 (Public Safety and Security) based on the nature of the mission and extent of risk to those responders. The Wisconsin State Patrol has been designated to provide protection for the Plan resources en route from the Mustering Point to

the Reception Area. The Local and County law enforcement agencies will be expected to provide the necessary security/protection for responders while performing requested activities and at base camp locations. This protection shall include but not be limited to:

- Protection of personnel and equipment while en route to the Reception Area
- Perimeter and access security to the incident area
- Security at the Base of Operations
- Protection during search & rescue operations
- Protection during EMS triage, treatment and transport operations
- Protection during fire operations
- Detainment of self-dispatched apparatus and personnel

The primary mission of the force protection resources is to assess and detect hostile activity before it becomes a risk to operations. The law enforcement officer must assess, evaluate, and then advise incident command or the senior operations officer, regarding risk associated with criminal or hostile individuals or groups.

All security, incident status, risk information, and press releases will directed to and disseminated from the Incident Public Information Officer (PIO).

FINANCE AND ADMINISTRATION

ORGANIZATIONAL LIABILITY

Workers Compensation Coverage

Each participating organization will be responsible for its own actions and those of its employees and volunteers and is responsible for complying with the Wisconsin Workman's Compensation laws.

Automobile/Vehicle Liability Coverage

Each participating organization will be responsible for its own actions and those of its employees and volunteers and will be responsible for complying with the Wisconsin Vehicle Financial Responsibility laws.

General Liability, Public Officials, and Law Enforcement Liability

To the extent permitted by law and without waiving sovereign immunity, each participating organization will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of the Plan.

MABAS-WI Agreement

The MABAS-WI Agreement addresses issues of Worker's Compensation, Liability Insurance, Compensation, and Indemnification of "Stricken" and "Aiding" units responding to a box alarm. (See MABAS-WI Agreement – **Appendix E**).

REIMBURSEMENT PROCEDURES

For a complete list of reimbursement procedures and forms (see Reimbursement for Incident Costs – **Appendix M**).

Upon the activation of this Plan, this Reimbursement Procedure will be applicable to all on-scene and the responding agencies. The requesting organization will reimburse the responding organization for all deployment and operational costs to include those related to personnel, use of equipment, and travel. A responding organization may choose to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to the requesting organization. Agencies responding to incidents under the Plan may or may not be reimbursed for their expenses. Reimbursement may be provided by the local entity requesting assistance or by the federal government if the incident occurs on federal

land, or the incident may be covered by other statutes concerning reimbursement (e.g. hazardous materials incidents). In any case, by participating in the Statewide Emergency Response Plan, agencies assume full responsibility for tracking their costs. Furthermore, without valid documentation, no reimbursement will be made.

Eligibility

To meet eligibility requirements for reimbursement, an item of work must:

- Be required as the result of the emergency or disaster event.
- Have been requested by the impacted jurisdiction.
- Be located within a designated emergency or disaster area.
- Be the legal responsibility of the eligible applicant.

Documentation Requirements

Any reimbursement, local, state or federal, is based on the supporting documentation. The same documentation procedures are applicable to local, state and federal claims. The documentation must be able to stand the test of audit. The forms utilized are also available in a computerized version. Failure to properly document costs may result in part or the entire claim being ineligible for reimbursement. It is important to document the request for mutual aid in addition to documenting costs.

MABAS-WI agencies must submit reimbursement claim forms to their Division representative within 30 day of incident demobilization. Each Division Representative must then submit the entire Divisions claims to the MABAS-WI Finance Section Chief with 45 days of incident demobilization. The MABAS-WI Finance Section Chief will then submit all MABAS-WI claims to WEM within 60 days of incident demobilization.

Financial Assistance Availability

STATE – The impact of major or catastrophic emergencies can exceed local financial resources and area fire departments ability to fulfill the needs of the citizens. Financial aid and assistance may be requested from the State of Wisconsin. If community resources are insufficient, the local government may apply to the State for financial assistance. The Governor reviews the application, studies the damage estimates, and if appropriate, declares the area a State Disaster Area. This official declaration makes State funds, personnel, and resources available. Fire departments responding under the Plan should contact their MABAS-WI Division representative or County Emergency Management Director for appropriate assistance and for application procedures.

FEDERAL – When damages are so extensive that the combined local and state resources are not sufficient, the governor submits a request for an emergency or major disaster declaration to the President through Federal Emergency Management Agency (FEMA). A joint FEMA, state and local team will conduct a Preliminary Damage Assessment to determine if there is a need for

federal assistance. If federal assistance is justified, the President issues an emergency or major disaster declaration and various emergency or disaster programs are made available. Federal assistance usually is based upon a shared cost basis (i.e. 75% federal funds and 25% non-federal funds).

Expenses for Personnel - Mobilization Compensation for Career Firefighters

According to Federal regulations, only actual hours worked, either overtime or regular hours worked can be claimed for a FEMA Category A or B (Emergency Work). If time and one-half or double time is paid to regular hourly employees for overtime or holiday work, these payments must be in accordance with rates established prior to the disaster (i.e. Collective Bargaining Agreement).

On occasion, FEMA approves reimbursement for an option known as “backfilling”. If approved, this option will allow the agency to be reimbursed when personnel are called back to work to replace an existing employee already approved to perform disaster related activities elsewhere. Accurate payroll records must be maintained to clearly identify the employees overtime hours versus regular hours. In addition, records must identify each employee by location and purpose of the work in order to designate the proper FEMA category. Resources deployed under the SERP will be reimbursed only for actual hours worked while assisting the requesting agency, plus travel time to and from home base.

Expenses for Personnel - Mobilization Compensation for Non-Career Firefighters

Non-career firefighting personnel (i.e. volunteer, paid-on-call, part-time, etc.) are eligible for reimbursement per the Memorandum of Understanding between the Wisconsin Office of Justice Assistance, MABAS-WI, the Wisconsin State Fire Chiefs Association, and WEM. (See Non-Career Firefighter Reimbursement – **Appendix L**)

Equipment Expenses

Each agency may be eligible for reimbursement of equipment which is owned by the agency which is used in disaster work. To assist in the reimbursement process, FEMA has developed an equipment rate schedule. Participating agencies should obtain the most recent version of the FEMA Equipment Rate Schedule prior to making a claim for reimbursement. A complete listing may be obtained at www.fema.gov/r-n-r/fin_eq_rates.htm.

APPENDICES

Appendix A

Wisconsin Governmental Cooperation Act

Date of enactment: April 7, 2004

2003 Senate Bill 120 Date of publication*: April 21, 2004

2003 WISCONSIN ACT 186

AN ACT to renumber 250.07; to amend 20.465 (3) (e), 166.03 (2) (a) 1., 2. and 3., 166.03 (5) (a), 166.03 (10) and 250.042 (1); and to create 15.197 (13), 20.435 (1) (c), 66.0312, 66.03125, 66.0314, 166.02 (6m) and (6r), 250.07 (1m) and 252.06 (10) (c) of the statutes; **relating to:** creating a public health council, reimbursement for quarantine costs, intrastate mutual aid, requiring use of the incident command system in an emergency, exemption from liability during a state of emergency, and making appropriations.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

PREFATORY NOTE: This bill was prepared for the Joint Legislative Council's Special Committee on the Public Health System's Response to Terrorism and Public Health Emergencies.

Public Health Council

The bill creates a 23-member Public Health Council in the Department of Health and Family Services (DHFS). The council must include representatives of health care consumers, health care providers, health professions educators, local health departments and boards, public safety agencies, and the Public Health Advisory Committee established by the Secretary of DHFS.

The council is required to advise DHFS, the governor, the legislature, and the public on progress in implementing DHFS's 10-year public health plan and coordination of responses to public health emergencies.

Reimbursement for Quarantine Costs

The bill requires the state to reimburse local health departments for all of their expenses incurred in quarantining a person outside his or her home during a declared state of emergency related to public health and not reimbursed from federal funds.

Reimbursement would be made from one of 2 state sum sufficient appropriations: (1) a DHFS appropriation created in this bill, if the governor has called a state of emergency related to public health under s. 166.03 (1) (b) 1. and has designated DHFS as the lead state agency; or (2) an existing Department of Military Affairs (DMA) appropriation, if the governor has called a state of emergency related to public health under s. 166.03 (1) (b) 1. but has not designated DHFS as the lead state agency.

Intrastate Mutual Aid

The bill establishes a statewide system of mutual aid for emergency management programs, emergency medical services (EMS) programs, fire departments, and local health departments.

Currently, law enforcement agencies are authorized to enter into mutual aid agreements with other law enforcement agencies in the state, under s. 66.0313 (2), stats. The personnel of the agency furnishing assistance are considered employees of the requesting agency while providing assistance. Law enforcement agencies may also enter into mutual aid agreements with law enforcement agencies in adjacent states.

The state is party to a compact for interstate emergency management mutual aid, but there is no specific statutory provision for intrastate emergency management mutual aid. The statutes provide that counties, towns, and

Appendix A

Wisconsin Governmental Cooperation Act

municipalities may cooperate through an intergovernmental contract to provide and finance emergency management services and combine offices. Generally, this contracting has been between adjacent counties.

Fire departments throughout the state operate under mutual aid agreements with other in-state fire departments that

are not specifically provided for in statutes. These mutual aid agreements appear to fall under the general language of s. 66.0301, stats., which permits municipalities to enter into intergovernmental cooperation agreements. A provision of the Wisconsin administrative code relating to fire department dues provides that a fire department may use mutual aid agreements as a means of providing fire protection services. [s. Comm. 14.48 (1) (b) 1., Wis. Adm. Code.]

Some local fire departments are also parties to interstate fire mutual aid agreements under the general statutory provision authorizing municipal interstate cooperation agreements. [s. 66.0303, stats.]

Under the bill, upon the request of a county, city, village, or town, or a person acting under an incident command system (ICS), the personnel of any emergency management program, EMS program, fire department, or local health department may assist the requester within the requester's jurisdiction, without regard to any other jurisdictional provision. The entity employing the personnel acting in response to a request for assistance is responsible for the personnel-related costs incurred in providing the assistance. The bill defines "incident command system" using language from the definition in s. Comm. 30.01 (16), Wis. Adm. Code, and from the state of Washington's ICS statutes.

Incident Command System

The bill requires utilization of the ICS in managing emergencies and training of specified personnel in the use of the ICS.

Under current law:

1. Department of Commerce administrative rules governing fire department incident management require that every public sector fire department establish an ICS which has written guidelines applying to all fire fighters involved in emergency operations and which identifies fire fighter roles and responsibilities relating to the safety of operations. These rules define "incident command system" as an organized system of roles, responsibilities, and suggested operating guidelines used to manage and direct emergency operations. Under these rules, fire departments are required to train all fire fighters involved in emergency operations in the ICS and assign safety responsibilities to supervisory personnel at each level of operations. [ss. Comm. 30.14 (1) (a) to (c) and 30.01 (16), Wis. Adm. Code.] A footnote to the incident command rule provision indicates that suggested operating guidelines have been developed and published by the Wisconsin Technical Colleges System Board.

2. Department of Natural Resources administrative rules relating to hazardous substance discharge response provide that when deemed appropriate to effectively coordinate all actions at the scene of a hazardous substance discharge, an ICS shall be implemented. In these rules, "incident command system" is defined as an organized approach used to effectively control and manage operations at the scene of a hazardous substance discharge. [ss. NR 702.09 (2) and 702.03, Wis. Adm. Code].

3. The state Emergency Operations Plan (EOP) developed by the Division of Emergency Management (known as "Wisconsin Emergency Management" or "WEM") provides that an ICS "will be used in disaster response". However, the EOP does not indicate specifically what the ICS system entails or who must use it. The EOP further states that unified command is to be used in situations which affect multiple jurisdictions or multiple agencies within a jurisdiction or which require response by multiple levels of government. The EOP notes that these command and control systems require the participation of the chief elected officials. The EOP also provides that as

Appendix A

Wisconsin Governmental Cooperation Act the lead

state agency for direction and control, WEM is to direct and coordinate emergency operations to support incident command at the local level.

At present, there are no statutory provisions pertaining to incident command.

This bill does the following:

1. Defines the term "incident command system", using language from the definition in s. Comm. 30.01 (16), Wis. Adm. Code, and from the State of Washington's incident command statutes.
2. Requires that an incident command system be used by all emergency response agencies, including local health departments, in responding to, managing, and coordinating multi-agency or multi-jurisdiction incidents, when a state or local emergency declaration has been made or in any other emergency situation.
3. Requires the Adjutant General, in developing statewide emergency training and exercise programs, to provide training to officers and employees of local health departments and to elected and appointed local government officials in use of the ICS in managing emergencies. The Adjutant General must consult with DHFS regarding the ICS training for local health department personnel. The bill requires the Adjutant General to utilize federal funding to provide this training, to the extent possible.

Exemption From Liability

Current law provides an exemption from liability for a person who provides equipment or services during a state of emergency declared by the governor for the death of or injury to any person or damage to any property caused by his or her actions. The immunity does not apply if the person acted intentionally or with gross negligence. Under current law, the exemption from liability applies if the person provides the equipment or services under the direction of the governor, the adjutant general, or the head of emergency management services in any county, town, or municipality.

The bill amends the law so that the exemption from liability also applies if the person provides the equipment or services under the direction of DHFS, if that department is designated by the governor as the lead state agency to address a public health emergency, or at the direction of a local health department that is acting as the agent of DHFS.

03 Act 186, s. 1

Section 1. 15.197 (13) of the statutes is created to read:

03 Act 186, s. 1 - continued

15.197 (13) **PUBLIC HEALTH COUNCIL.** There is created in the department of health and family services a public health council consisting of 23 members, nominated by the secretary of health and family services, and appointed for 3-year terms. The council shall include representatives of health care consumers, health care providers, health professions educators, local health departments and boards, federally recognized American Indian tribes or bands in this state, public safety agencies, and, if created by the secretary of health and family services under s. 15.04 (1) (c), the public health advisory committee.

166.03 Emergency management.**(1) Powers and duties of the governor.**

(a) The governor shall:

1. Review orders establishing or altering emergency management areas.
2. Review state emergency management plans and modifications thereof.
3. Employ the division of emergency management during a state of emergency proclaimed by him or her, issue orders and delegate such authority as is deemed necessary to the administrator.
4. Determine responsibilities of state departments and independent agencies in respect to emergency management and by order direct such departments and agencies in utilizing personnel, facilities, supplies and equipment before and during a state of emergency.

(b) The governor may:

1. Proclaim a state of emergency for the state or any portion of the state if he or she determines that an emergency resulting from enemy action or natural or man-made disaster exists. If the governor determines that a public health emergency exists, he or she may declare a state of emergency related to public health and may designate the department of health services as the lead state agency to respond to that emergency. The duration of such state of emergency shall not exceed 60 days as to emergencies resulting from enemy action or 30 days as to emergencies resulting from natural or man-made disaster, unless either is extended by joint resolution of the legislature. A copy of the proclamation shall be filed with the secretary of state. The proclamation may be revoked at the discretion of either the governor by written order or the legislature by joint resolution.

NOTE: Subd. 1. is shown as amended eff. 7-1-08 by 2007 Wis. Act 20, section 9121 (6) (a). Prior to 7-1-08 it reads:

1. Proclaim a state of emergency for the state or any portion of the state if he or she determines that an emergency resulting from enemy action or natural or man-made disaster exists. If the governor determines that a public health emergency exists, he or she may declare a state of emergency related to public health and may designate the department of health and family services as the lead state agency to respond to that emergency. The duration of such state of emergency shall not exceed 60 days as to emergencies resulting from enemy action or 30 days as to emergencies resulting from natural or man-made disaster, unless either is extended by joint resolution of the legislature. A copy of the proclamation shall be filed with the secretary of state. The proclamation may be revoked at the discretion of either the governor by written order or the legislature by joint resolution.

2. On behalf of the state, enter into mutual aid agreements concerning emergency management with other states.
3. Accept from any source gifts and grants including services for emergency management purposes and may authorize state, county, town and municipal officers to receive such gifts and grants. When grants require county, town or municipal participation, the state may transfer title to equipment acquired through such agreement to participating counties, towns and municipalities.
4. During a state of emergency, declare priority of emergency management contracts over other contracts, allocate materials and facilities in his or her discretion, and take, use and destroy private property for emergency management purposes. Such taking, use or destruction shall be in the name of the state. Records shall be kept of such action and such records shall be evidence of a claim against the state. Any such claim shall be referred to the claims board under s. 16.007.
5. During a state of emergency, issue such orders as he or she deems necessary for the security of persons and property.
6. During a state of emergency, contract on behalf of the state with any person to provide equipment and services on a cost basis to be used in disaster relief.
8. During a state of emergency related to public health, suspend the provisions of any administrative rule if the strict compliance with that rule would prevent, hinder, or delay necessary actions to respond to the emergency and increase the health threat to the population.

(2) Powers and duties of adjutant general.

(a) The adjutant general shall:

1. Subject to approval by the governor, develop and promulgate a state plan of emergency management for the security of persons and property which shall be mandatory during a state of emergency. In developing the plan, the

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adjutant general shall seek the advice of the department of health services with respect to the emergency medical aspects of the plan. The plan shall specify equipment and personnel standards, and shall require the use of the incident command system, and specify the type of incident command system, by all emergency response agencies, including local health departments, during a state of emergency declared under sub. (1) (b) 1. or s. 166.23 (1) or in

any other multi-jurisdictional or multi-agency emergency response.

NOTE: Subd. 1. is shown as amended eff. 7-1-08 by 2007 Wis. Act 20, section 9121 (6) (a). Prior to 7-1-08 it reads:

1. Subject to approval by the governor, develop and promulgate a state plan of emergency management for the security of persons and property which shall be mandatory during a state of emergency. In developing the plan, the adjutant general shall seek the advice of the department of health and family services with respect to the emergency medical aspects of the plan. The plan shall specify equipment and personnel standards, and shall require the use of the incident command system, and specify the type of incident command system, by all emergency response agencies, including local health departments, during a state of emergency declared under sub. (1) (b) 1. or s. 166.23 (1) or in any other multi-jurisdictional or multi-agency emergency response.

2. Prescribe and carry out statewide training programs and exercises to develop emergency management proficiency, disseminate information including warnings of enemy action, serve as the principal assistant to the governor in the direction of emergency management activities and coordinate emergency management programs between counties. The training programs shall include training in managing emergency operations utilizing the incident command system for local government officials, officers, and employees whose duties include responding to emergencies, including officers and employees of local health departments. The adjutant general shall consult with the department of health services regarding the provision of incident command system training to local health department personnel. To the extent possible, the adjutant general shall utilize federal funding to provide incident command system training.

NOTE: Subd. 2. is shown as amended eff. 7-1-08 by 2007 Wis. Act 20, section 9121 (6) (a). Prior to 7-1-08 it reads:

2. Prescribe and carry out statewide training programs and exercises to develop emergency management proficiency, disseminate information including warnings of enemy action, serve as the principal assistant to the governor in the direction of emergency management activities and coordinate emergency management programs between counties. The training programs shall include training in managing emergency operations utilizing the incident command system for local government officials, officers, and employees whose duties include responding to emergencies, including officers and employees of local health departments. The adjutant general shall consult with the department of health and family services regarding the provision of incident command system training to local health department personnel. To the extent possible, the adjutant general shall utilize federal funding to provide incident command system training.

3. Furnish guidance and develop and promulgate standards for emergency management programs for counties, cities, villages, and towns, and prescribe nomenclature for all levels of emergency management. The standards shall include a requirement that county, city, village, and town emergency management programs under sub. (4) (a) utilize the incident command system during a state of emergency declared under sub. (1) (b) 1. or s. 166.23 (1) or in any other multi-jurisdictional or multi-agency emergency response. The standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response. The adjutant general shall promulgate these standards as rules.

Cross Reference: See also ch. WEM 8, Wis. adm. Code.

4. Withhold or recover grants under sub. (13).

5. Provide assistance to the Wisconsin wing of the civil air patrol from the appropriation under s. 20.465 (3) (f) for the purpose of enabling the patrol to perform its assigned missions and duties as prescribed by U.S. air force regulations. Expenses eligible for assistance are aircraft acquisition and maintenance, communications equipment acquisition and maintenance and office staffing and operational expenses. The civil air patrol shall submit vouchers for expenses eligible for assistance to the division.

6. No later than 90 days after a state of emergency relating to public health is declared and the department of

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health services is not designated under s. 166.03 (1) (b) 1. as the lead state agency to respond to that emergency and no later than 90 days after the termination of this state of emergency relating to public health, submit to the legislature under s. 13.172 (2) and to the governor a report on all of the following:

NOTE: Subd. 6. (intro.) is shown as amended eff. 7-1-08 by 2007 Wis. Act 20, section 9121 (6) (a). Prior to 7-1-08 it reads:

6. No later than 90 days after a state of emergency relating to public health is declared and the department of health and family services is not designated under s. 166.03 (1) (b) 1. as the lead state agency to respond to that emergency and no later than 90 days after the termination of this state of emergency relating to public health, submit to the legislature under s. 13.172 (2) and to the governor a report on all of the following:

a. The emergency powers used by the department of military affairs or its agents.

b. The expenses incurred by the department of military affairs and its agents in acting under the state of emergency related to public health.

(b) The adjutant general may:

1. Divide the state into emergency management areas composed of whole counties by general or special written orders subject to approval by the governor, and modify the boundaries thereof as changed conditions warrant. Such areas shall be classified and designated in accordance with standards promulgated under the federal civil defense act of 1950, as amended.

2. Appoint a head of emergency management for each area established in accordance with subd. 1. under the classified service on either a part-time or full-time basis, or may request the governor to designate any state officer or employee as acting area head on a part-time basis.

3. Designate and post highways as emergency management routes closed to all but authorized vehicles when required for training programs and exercises.

4. Prescribe traffic routes and control traffic during a state of emergency.

5. Organize and train state mobile support units to aid any area during a state of emergency. Such units may participate in training programs and exercises both within and outside the state.

6. Request the department of health services to inspect or provide for the inspection of shipments of radioactive waste, obtain and analyze data concerning the radiation level of shipments of radioactive waste and issue reports concerning these shipments and radiation levels. The adjutant general may assess and collect and receive contributions for any costs incurred under this subdivision from any person who produced the radioactive waste which is the subject of the activity for which the costs are incurred. In this subdivision, "radioactive waste" has the meaning given in s. 293.25 (1) (b).

NOTE: Subd. 6. is shown as amended eff. 7-1-08 by 2007 Wis. Act 20, section 9121 (6) (a). Prior to 7-1-08 it reads:

6. Request the department of health and family services to inspect or provide for the inspection of shipments of radioactive waste, obtain and analyze data concerning the radiation level of shipments of radioactive waste and issue reports concerning these shipments and radiation levels. The adjutant general may assess and collect and receive contributions for any costs incurred under this subdivision from any person who produced the radioactive waste which is the subject of the activity for which the costs are incurred. In this subdivision, "radioactive waste" has the meaning given in s. 293.25 (1) (b).

7. Assess and collect and receive contributions for any costs incurred by state agencies to establish and maintain radiological emergency response plans related to nuclear generating facilities.

8. Make payments from the appropriation under s. 20.465 (3) (e) to pay this state's share of grants to individuals and to provide a share of any required state share of contributions to local governments as defined in 42 USC 5122 (6) for major disaster recovery assistance. Payment of this state's share of any contribution to a local government under this subdivision is contingent upon copayment of that share by the local government, but not to exceed 12.5% of the total eligible cost of assistance. No payment may be made under this subdivision without the prior approval of the secretary of administration.

9. From the appropriations under s. 20.465 (3) (b) and (s), make payments to local governmental units, as defined in s. 19.42 (7u), for the damages and costs incurred as the result of a major catastrophe if federal disaster assistance is not available for that catastrophe because the governor's request that the president declare the catastrophe a major disaster under 42 USC 5170 has been denied or because the disaster does not meet the

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statewide or countywide per capita impact indicator under the public assistance program that is issued by the federal emergency management agency. To be eligible for a payment under this subdivision, the local governmental unit shall pay 30 percent of the amount of the damages and costs resulting from the natural disaster. The department of military affairs shall promulgate rules establishing the application process and the criteria for determining eligibility for payments under this subdivision.

Cross Reference: See also ch. WEM 7, Wis. adm. code.

(3) Powers and duties of area heads. Area heads of emergency management may exercise such powers as are delegated and shall perform such duties as are assigned to them by the adjutant general.

(4) Powers and duties of counties and municipalities.

(a) The governing body of each county, town and municipality shall adopt an effective program of emergency management consistent with the state plan of emergency management and, except at the county level in counties having a county executive, shall appoint a head of emergency management services. Each such governing body may appropriate funds and levy taxes for this program.

(b) In counties having a county executive under s. 59.17, the county board shall designate the county executive or confirm his or her appointee as county head of emergency management services.

(c) Each county board shall designate a committee of the board as a county emergency management committee whose chairperson shall be a member of the committee designated by the chairperson of the county board. The committee, in counties having a county executive under s. 59.17, shall retain policy-making and rule-making powers in the establishment and development of county emergency management plans and programs.

(d) During the continuance of a state of emergency proclaimed by the governor the county board of each county situated within the area to which the governor's proclamation applies may employ the county emergency management organization and the facilities and other resources of the organization to cope with the problems of the emergency, and the governing body of each municipality and town situated within the area shall have similar authority with respect to municipal emergency management organizations, facilities and resources. Nothing in this chapter prohibits counties and municipalities from employing their emergency management organizations, facilities and resources to cope with the problems of local public emergencies except where restrictions are imposed by federal regulations on property donated by the federal government.

(5) Powers and duties of head of emergency management services.

(a) The head of emergency management services in each county, town and municipality shall for his or her respective county, town or municipality, develop and promulgate emergency management plans consistent with state plans, direct the emergency management program and perform such other duties related to emergency management as are required by the governing body and the emergency management committee of the governing body when applicable. The emergency management plans shall require the use of the incident command system by all emergency response agencies, including local health departments, during a state of emergency declared under sub. (1) (b) 1. or s. 166.23 (1) or in any other multi-jurisdictional or multi-agency emergency response.

(b) The head of emergency management services in each county shall coordinate and assist in developing town and municipal emergency management plans within the county, integrate such plans with the county plan, advise the department of all emergency management planning in the county and submit to the adjutant general such reports as he or she requires, direct and coordinate emergency management activities throughout the county during a state of emergency, and direct countywide emergency management training programs and exercises.

(c) The head of emergency management services in each town and municipality shall direct local emergency management training programs and exercises, direct participation in emergency management programs and exercises ordered by the adjutant general and the county head of emergency management services, and advise the county head of emergency management services on local emergency management programs and submit to him or her such reports as he or she requires.

(d) During the continuance of a state of emergency proclaimed by the governor, the head of emergency management services in each county, town and municipality, on behalf of his or her respective county, town or municipality, may contract with any person to provide equipment and services on a cost basis to be used in disaster relief.

(5a) Role of state agency in emergency. Unless otherwise specified by law, the role of any state agency, including the department of military affairs and its division of emergency government, in an emergency under this chapter, is to assist local units of government and local law enforcement agencies in responding to the emergency.

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(6) Emergency use of vehicles. In responding to an official request for help during any state of emergency, any person may operate any vehicle without regard for motor vehicle registration laws and without being subject to arrest under s. 341.04.

(7) Cooperation.

(a) Counties, towns and municipalities may cooperate under s. 66.0301 to furnish services, combine offices and finance emergency management services.

(b) Counties, towns and municipalities may contract for emergency management services with political subdivisions, emergency management units and civil defense units of this state, and upon prior approval of the adjutant general, with such entities in bordering states. A copy of each such agreement shall be filed with the adjutant general within 10 days after execution thereof.

(c) The state and its departments and independent agencies and each county, town and municipality shall furnish whatever services, equipment, supplies and personnel are required of them under this chapter.

(8) Personnel.

(a) No emergency management organization established under this section shall participate in any form of political activity or be employed directly or indirectly for any political activity.

(b) No emergency management organization established under this section shall be employed to interfere with the orderly process of a labor dispute.

(c) No person shall be employed or associated in any capacity in any emergency management organization under this section who advocates a change by force or violence in the constitutional form of government of the United States or this state or who has been convicted of or is under indictment or information charging any subversive act against the United States.

(d) Employees of municipal and county emergency management units are employees of the municipality or county to which the unit is attached for purposes of worker's compensation benefits. Employees of the area and state emergency management units are employees of the state for purposes of worker's compensation benefits. Volunteer emergency management workers are employees of the emergency management unit with whom duly registered in writing for purposes of worker's compensation benefits. An emergency management employee or volunteer who engages in emergency management activities upon order of any echelon in the emergency management organization other than that which carries his or her worker's compensation coverage shall be eligible for the same benefits as though employed by the governmental unit employing him or her. Any employment which is part of an emergency management program including but not restricted because of enumeration, test runs and other activities which have a training objective as well as emergency management activities during an emergency proclaimed in accordance with this chapter and which grows out of, and is incidental to, such emergency management activity is covered employment. Members of an emergency management unit who are not acting as employees of a private employer during emergency management activities are employees of the emergency management unit for which acting. If no pay agreement exists or if the contract pay is less, pay for worker's compensation purposes shall be computed in accordance with s. 102.11.

(e) Emergency management employees as defined in par. (d) shall be indemnified by their sponsor against any tort liability to 3rd persons incurred in the performance of emergency management activities while acting in good faith and in a reasonable manner. Emergency management activities constitute a governmental function.

(f) If the total liability for worker's compensation benefits under par. (d), indemnification under par. (e), and loss from destruction of equipment under sub. (9), incurred in any calendar year exceeds \$1 per capita of the sponsor's population, the state shall reimburse the sponsor for the excess, except that if any additional costs are incurred in a future calendar year for an injury that occurred in the calendar year the state shall pay all of those additional costs. Payment shall be made from the appropriation in s. 20.465 (3) (a) on certificate of the adjutant general.

(g) Emergency management employees as such shall receive no pay unless specific agreement for pay is made.

(9) Bearing of losses. Any loss arising from the damage to or destruction of government-owned equipment utilized in any authorized emergency management activity shall be borne by the owner thereof.

(10) Exemption from liability.

(a) No person who provides equipment, materials, facilities, labor, or services is liable for the death of or injury to any person or damage to any property caused by his or her actions if the person did so under all of the following conditions:

1. Under the direction of the governor, the adjutant general, the governing body, chief or acting chief executive

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officer, or head of emergency management services of any county, town, municipality, or federally recognized American Indian tribe or band in this state, the department of health services if that department is designated by the governor under s. 166.03 (1) (b) 1., or the local health department acting under s. 251.05 (3) (e).

NOTE: Subd. 1. is shown as amended eff. 7-1-08 by 2007 Wis. Act 20, section 9121 (6) (a). Prior to 7-1-08 it reads:

1. Under the direction of the governor, the adjutant general, the governing body, chief or acting chief executive officer, or head of emergency management services of any county, town, municipality, or federally recognized American Indian tribe or band in this state, the department of health and family services if that department is designated by the governor under s. 166.03 (1) (b) 1., or the local health department acting under s. 251.05 (3) (e).

2. In response to enemy action, a natural or man-made disaster, or a federally declared state of emergency or during a state of emergency declared by the governor.

(b) This subsection does not apply if the person's act or omission involved reckless, wanton, or intentional misconduct.

(c) This subsection does not affect the right of any person to receive benefits to which he or she otherwise would be entitled under the worker's compensation law or under any pension law, nor does it affect entitlement to any other benefits or compensation authorized by state or federal law.

(11) Powers of peace officers. During any state of emergency proclaimed by the governor or during any training program or exercises authorized by the adjutant general, any peace officer or traffic officer of the state, or of a county, city, village or town, when legally engaged in traffic control, escort duty or protective service, may carry out such functions at any point within the state but shall be subject to the direction of the adjutant general through the sheriff of the county in which an assigned function is performed.

(12) Red Cross not affected. Nothing contained in this section shall limit or in any way affect the responsibility of the American National Red Cross as authorized by the congress of the United States.

(13) Authority to withhold grants. If the adjutant general finds that any political subdivision of the state has not complied with the requirement of this section that it establish and maintain an operating emergency management organization, he or she may refuse to approve grants of funds or items of equipment to such political subdivision until it complies. If such political subdivision fails to use funds or items of equipment granted to it through the adjutant general in accordance with the agreement under which the grant was made, the adjutant general may refuse to make any additional grants to such political subdivision until it has complied with the conditions of the prior grant, and he or she may start recovery proceedings on the funds and items of equipment which have not been used in accordance with the conditions of the grant.

(14) Penalties. Whoever intentionally fails to comply with the directives of emergency management authorities promulgated under this section during a state of emergency or during any training program or exercises may be fined not more than \$200 or imprisoned not more than 90 days or both.

History: 1971 c. 211 s. 126; 1975 c. 147 s. 54; 1975 c. 199; 1977 c. 1; 1977 c. 397; 1979 c. 361 ss. 51, 55, 112, 113; 1981 c. 20, 211; 1983 a. 27; 1985 a. 29, 31; 1987 a. 27; 1989 a. 31; 1991 a. 39; 1993 a. 213, 251; 1995 a. 27 s. 9126 (19); 1995 a. 201, 227, 247, 467; 1997 a. 27, 35, 237; 1999 a. 150 s. 672; 2001 a. 109; 2003 a. 33, 186; 2005 a. 253, 257, 269, 459; 2007 a. 20 s. 9121 (6) (a).

NOTE: 2003 Wis. Act 186, which affected this section, contains extensive explanatory notes.

Public Law 104-321
104th Congress

Joint Resolution

Granting the consent of Congress to the Emergency Management Assistance Compact.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. CONGRESSIONAL CONSENT.

The Congress consents to the Emergency Management Assistance Compact entered into by Delaware, Florida, Georgia, Louisiana, Maryland, Mississippi, Missouri, Oklahoma, South Carolina, South Dakota, Tennessee, Virginia, and West Virginia. The compact reads substantially as follows:

Emergency Management Assistance Compact

ARTICLE I.

Purpose and Authorities.

This compact is made and entered into by and between the participating member states which enact this compact, hereinafter called party states. For the purposes of this compact, the term `states' is taken to mean the several states, the Commonwealth of Puerto Rico, the District of Columbia, and all U.S. territorial possessions.

The purpose of this compact is to provide for mutual assistance between the states entering into this compact in managing any emergency disaster that is duly declared by the Governor of the affected state, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack.

This compact shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party states or subdivisions of party states during emergencies, such actions occurring outside actual declared emergency periods. Mutual assistance in this compact may include the use of the states' National Guard forces, either in accordance with the National Guard Mutual Assistance Compact or by mutual agreement between states.

ARTICLE II.

General Implementation.

Each party state entering into this compact recognizes that many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this compact. Each state further recognizes that there will be emergencies which require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any, individual states have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

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Emergency Management Assistance Compact

The prompt, full, and effective utilization of resources of the participating states, including any resources on hand or available from the federal government or any other source, that are essential to the safety, care, and welfare of the people in the event of any emergency or disaster declared by a party state, shall be the underlying principle on which all articles of this compact shall be understood.

On behalf of the Governor of each state participating in the compact, the legally designated state official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate interstate mutual aid plans and procedures necessary to implement this compact.

ARTICLE III.

Party State Responsibilities.

A. It shall be the responsibility of each party state to formulate procedural plans and programs for interstate cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the party states, insofar as practical, shall:

1. Review individual state hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party states might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects of resources shortages, civil disorders, insurgency, or enemy attack;
2. Review party states' individual emergency plans and develop a plan which will determine the mechanism for the interstate management and provision of assistance concerning any potential emergency;
3. Develop interstate procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans;
4. Assist in warning communities adjacent to or crossing the state boundaries;
5. Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material;
6. Inventory and set procedures for the interstate loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness; and
7. Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the above responsibilities.

B. The authorized representative of a party state may request assistance to another party state by contacting the authorized representative of that state. The provisions of this compact shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty days of the verbal request. Requests shall provide the following information:

1. A description of the emergency service function for which assistance is needed, including, but not limited to, fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue;

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2. The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and
3. The specific place and time for staging of the assisting party's response and a point of contact at that location.

C. There shall be frequent consultation between state officials who have assigned emergency management responsibilities and other appropriate representatives of the party states with affected jurisdictions and the United States Government, with free exchange of information, plans, and resource records relating to emergency capabilities.

ARTICLE IV.

Limitations.

Any party state requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this compact in accordance with the terms hereof; provided that it is understood that the state rendering aid may withhold resources to the extent necessary to provide reasonable protection for such state.

Each party state shall afford to the emergency forces of any party state, while operating within its state limits under the terms and conditions of this compact, the same powers, except that of arrest unless specifically authorized by the receiving state, duties, rights, and privileges as are afforded forces of the state in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the state receiving assistance. These conditions may be activated, as needed, only subsequent to a declaration of a state emergency or disaster by the governor of the party state that is to receive assistance or upon commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the state of emergency or disaster remains in effect, or loaned resources remain in the receiving state, whichever is longer.

ARTICLE V.

Licenses and Permits.

Whenever any person holds a license, certificate, or other permit issued by any state party to the compact evidencing the meeting of qualifications for professional, mechanical, or other skills, and when such assistance is requested by the receiving party state, such person shall be deemed licensed, certified, or permitted by the state requesting assistance to render aid involving such skill to meet a declared emergency or disaster, subject to such limitations and conditions as the Governor of the requesting state may prescribe by executive order or otherwise.

ARTICLE VI.

Liability.

Officers or employees of a party state rendering aid in another state pursuant to this compact shall be considered agents of the requesting state for tort liability and immunity purposes. No party state or its officers or employees rendering aid in another state pursuant to this compact shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or

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supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

ARTICLE VII.

Supplementary Agreements.

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more states may differ from that among the states that are party hereto, this compact contains elements of a broad base common to all states, and nothing herein shall preclude any state entering into supplementary agreements with another state or affect any other agreements already in force between states.

Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

ARTICLE VIII.

Compensation.

Each party state shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that state and representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within their own state.

ARTICLE IX.

Reimbursement.

Any party state rendering aid in another state pursuant to this compact shall be reimbursed by the party state receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding party state may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the receiving party state without charge or cost; and provided further, that any two or more party states may enter into supplementary agreements establishing a different allocation of costs among those states.

Article VIII expenses shall not be reimbursable under this article.

ARTICLE X.

Evacuation.

Plans for the orderly evacuation and interstate reception of portions of the civilian population as the result of any emergency or disaster of sufficient proportions to so warrant, shall be worked out and maintained between the party states and the emergency management/services directors of the various jurisdictions where any type of incident requiring evacuations might occur. Such plans shall be put into effect by request of the state from which evacuees come and shall include the manner of transporting such evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, and the forwarding of such

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Emergency Management

Assistance Compact evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. Such plans shall provide that the party state receiving evacuees and the party state from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines, and medical care, and like items. Such expenditures shall be reimbursed as agreed by the party state from which the evacuees come. After the termination of the emergency or disaster, the party state from which the evacuees come shall assume the responsibility for the ultimate support of repatriation of such evacuees.

ARTICLE XI.

Implementation.

A. <<NOTE: Effective date.>> This compact shall become effective immediately upon its enactment into law by any two states. Thereafter, this compact shall become effective as to any other state upon enactment by such state.

B. Any party state may withdraw from this compact by enacting a statute repealing the same, but no such withdrawal shall take effect until thirty days after the Governor of the withdrawing state has given notice in writing of such

withdrawal to the Governors of all other party states. Such action shall not relieve the withdrawing state from obligations assumed hereunder prior to the effective date of withdrawal.

C. Duly authenticated copies of this compact and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party states and with the Federal Emergency Management Agency and other appropriate agencies of the United States Government.

ARTICLE XII.

Validity.

This compact shall be construed to effectuate the purposes stated in Article I. If any provision of this compact is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this compact and the applicability thereof to other persons and circumstances shall not be affected.

ARTICLE XIII.

Additional Provisions.

Nothing in this compact shall authorize or permit the use of military force by the National Guard of a state at any place outside that state in any emergency for which the President is authorized by law to call into federal service the militia, or for any purpose for which the use of the Army or the Air Force would in the absence of express statutory authorization be prohibited under Sec. 1385 of Title 18 of the United States Code.

SEC. 2. RIGHT TO ALTER, AMEND, OR REPEAL.

The right to alter, amend, or repeal this joint resolution is hereby expressly reserved. The consent granted by this joint resolution shall:

- (1) not be construed as impairing or in any manner affecting any right or jurisdiction of the United States in and over the subject of the compact;
- (2) not be construed as consent to the National Guard Mutual Assistance Compact;

- (3) be construed as understanding that the first paragraph of Article II of the compact provides that emergencies will require procedures to provide immediate access to existing resources to make a prompt and effective response;
- (4) not be construed as providing authority in Article III A. 7. that does not otherwise exist for the suspension of statutes or ordinances;
- (5) be construed as understanding that Article III C. does not impose any affirmative obligation to exchange information, plans, and resource records on the United States or any party which has not entered into the compact; and
- (6) be construed as understanding that Article XIII does not affect the authority of the President over the National Guard provided by article I of the Constitution and title 10 of the United States Code.

SEC. 3. CONSTRUCTION AND SEVERABILITY.

It is intended that the provisions of this compact shall be reasonably and liberally construed to effectuate the purposes thereof. If any part or application of this compact, or legislation enabling the compact, is held invalid, the remainder of the compact or its application to other situations or persons shall not be affected.

SEC. 4. INCONSISTENCY OF LANGUAGE.

The validity of this compact shall not be affected by any insubstantial difference in its form or language as adopted by the States.

Approved October 19, 1996.

LEGISLATIVE HISTORY--H.J. Res. 193 (S.J. Res. 61):

CONGRESSIONAL RECORD, Vol. 142 (1996):

Sept. 24, considered and passed House.

Oct. 3, considered and passed Senate.

WISCONSIN STATE STATUTES**2005 Act 257, s. 1**

Section 1. 166.03 (2) (a) 3. of the statutes is amended to read:

166.03(2)(a)3.

3. Furnish guidance and develop and promulgate standards for emergency management programs for counties, cities, villages, and towns, and prescribe nomenclature for all levels of emergency management. The standards shall include a requirement that county, city, village, and town emergency management programs under sub. (4) (a) utilize the incident command system during a state of emergency declared under sub. (1) (b) 1. or s. 166.23 (1) or in any other multi-jurisdictional or multi-agency emergency response. The standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response. The adjutant general shall promulgate these standards as rules.

Clearinghouse Rule 06-091
**ORDER OF THE
 DEPARTMENT OF MILITARY AFFAIRS
 DIVISION OF EMERGENCY MANAGEMENT
 CREATING RULES**

Relating to the establishment of standards for the adoption of the Mutual Aid Box Alarm System, also known as MABAS, that may be used for deploying fire, rescue and emergency medical services personnel and equipment in a multi-jurisdictional or multi-agency emergency response.

To create WEM 8

Analysis Prepared by Wisconsin Emergency Management:

Chapter WEM 8 establishes standards adopting the MABAS as a mechanism for the systematic deployment of fire, rescue and emergency medical services personnel and equipment during multi-jurisdictional or multi-agency emergency response to crises, natural disasters and manmade catastrophes. This administrative rule delineates the various levels of response types and provides a procedure and systematic plan for the provision of mutual aid as resources are exhausted. The rule establishes uniform compliance requirements for the types and classes of emergency response equipment and apparatus as well as minimum training requirements for emergency response personnel.

Pursuant to the authority vested in the Division of Emergency Management by ss. 166.03 (2) (a) 3., and 227.11 (2) (a), Stats., the Division of Emergency Management hereby proposes to create rules interpreting s. 166.03 (2) (a) 3., Stats., as follows:

SECTION 1. Chapter WEM 8 is created to read:

**Chapter WEM 8
 MUTUAL AID BOX ALARM SYSTEM
 STANDARDS AND PROCEDURES**

- WEM 8.01 Purpose
- WEM 8.02 Definitions
- WEM 8.03 Levels of Response Types
- WEM 8.04 Procedure for Providing Mutual Aid
- WEM 8.05 Types and Classing of Resources
- WEM 8.06 Communications
- WEM 8.07 Coordinators

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WEM/MABAS-WI – Standards and Procedures

- WEM 8.08 Credentialing
- WEM 8.09 Limitations on Coverage
- WEM 8.10 Compensation
- WEM 8.11 Participation

WEM 8.01 Purpose. The purpose of this chapter is to establish standards for the adoption of the Mutual Aid Box Alarm System, also known as MABAS, by a local governmental unit as a mechanism to be used for mutual aid for fire, rescue, and emergency medical services and associated special operational services as required in s. 166.03 (2) (a) 3., Stats.

WEM 8.02 Definitions. In this chapter:

- (1) “Aiding unit” means a MABAS member unit furnishing equipment, personnel or services to a stricken unit.
- (2) “Apparatus guidelines” means apparatus defined and incorporated into the MABAS general operating procedures.
- (3) “Chief officer” means the highest ranking officer within a fire, rescue or emergency medical services unit.
- (4) “Emergency” means an occurrence or condition in a stricken unit’s territorial jurisdiction which results in a situation of such magnitude or consequence that it cannot be adequately handled by the resources of that unit, so that it determines the necessity and advisability of requesting mutual aid.
- (5) “Emergency medical services system” means the method for establishing a system for the appropriate management for the medical treatment and transport of the public in pre-hospital or interfacility settings or from facilities or institutions providing health services under ch. TRANS 309 and chs. HFS Chapters 110 to 113.
- (6) “Fire department” has the meaning given in s. 66.0314 (1) (c), Stats.
- (7) “Incident command system” has the meaning specified in s. 166.02 (6m), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.
- (8) “Local governmental unit” has the meaning given in 19.42 (7u), Stats., and also includes a tribe or band.
- (9) “MABAS, or ‘Mutual Aid Box Alarm System’ box card” means a printed form containing details of departments, specialized personnel and equipment to respond to a given geographical area, target hazard or specialized response within a community.
- (10) “MABAS, or ‘Mutual Aid Box Alarm System’ division” means the geographically associated MABAS member units which have been grouped for operational efficiency and representation of those MABAS member units.
- (11) “MABAS or ‘Mutual Aid Box Alarm System’ executive board” means a statewide oversight board comprised of one designated representative from each MABAS region.
- (12) “MABAS or ‘Mutual Aid Box Alarm System’ interdivisional card” means a MABAS box card designated for interdivisional mutual aid, listing a MABAS division’s equipment available to respond based on the type of equipment and location.
- (13) “MABAS or ‘Mutual Aid Box Alarm System’ member unit” means a local governmental unit including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire protection district, having a fire department recognized by the State of Wisconsin which is a party to the MABAS agreement and has been appropriately authorized by the governing body to enter into such an agreement.
- (14) “MABAS or ‘Mutual Aid Box Alarm System’ region” means the WEM regional areas as identified by the Adjutant General under ss. 166.03 (2) 6. (b) 1., Stats.

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WEM/MABAS-WI – Standards and Procedures

(15) “Mutual Aid Box Alarm System”, or MABAS, means a definite and prearranged plan whereby an aiding unit provides response and assistance to a stricken unit in accordance with the system established and maintained by MABAS member units, as amended from time to time. Management oversight of the system is handled by the MABAS executive board.

(16) “National Incident Management System” or ‘NIMS’,” means a system mandated by Homeland Security Presidential Directive 5 that provides a consistent nationwide approach for federal, state, local and tribal governments, the private sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

(17) “Stricken unit” means a MABAS member unit or a non-participating local governmental unit which requests aid in the event of an emergency.

(18) “Tribe or band” has the meaning given in 66.0314 (1) (fe), Stats.

(19) “WEM” means the Division of Emergency Management with the Department of Military Affairs.

(20) “WEM duty officer” means an individual on-call 24 hours a day and seven days a week, as identified by WEM’s duty officer roster.

WEM 8.03 Levels of response. MABAS coordinates the effective and efficient provision of mutual aid during emergencies, natural disasters, or manmade catastrophes. In recognition of home rule, MABAS is not intended to relieve a local governmental unit from its responsibilities of providing adequate emergency services for all local emergencies, since all local governmental units should have their own first line of defense. When a local governmental unit exhausts its resources, MABAS can be activated by the stricken unit through a systematic plan at the following NIMS level response types:

(1) A “local village, township, city or fire district level response type 5” is an emergency that is a routine day-to-day event utilizing resources listed on a MABAS box card with a minimum of three MABAS alarm levels which is triggered locally by the incident commander on the scene of an emergency.

(2) A “regional city, county or fire district level response type 4” is an emergency that has exhausted “local village, township, city or fire district level response” capabilities and may utilize up to three MABAS interdivisional cards. A regional response is triggered locally by the incident commander on the scene of an emergency.

(3) A “state or metropolitan area level response type 3” is an emergency that has exhausted “regional city, county or fire district response” capabilities and may utilize multiple MABAS interdivisional cards. A state response is triggered by a request to the WEM duty officer by the incident commander on the scene of the emergency. Responding resources will be coordinated by the WEM duty officer in coordination with the regional MABAS division coordinator.

(4) A “national level response types 1 or 2” is an emergency that has exhausted “state level response” capabilities or is an event of national significance which is triggered by or transmitted to the WEM duty officer through the Emergency Management Assistance Compact under ss. 166.30, Stats.

WEM 8.04 Procedure for providing mutual aid. (1) The MABAS member units authorize their respective chief officer or designee to take necessary and proper action to render or request mutual aid from the MABAS member units in accordance with other policies and procedures established and maintained by the MABAS member units. The aid rendered shall be to the extent of available personnel and equipment that are not required for adequate protection of the territorial limits of the aiding unit.

(2) Whenever an emergency occurs and conditions are such that the incident commander or designee, of the stricken unit determines it is advisable to request aid under MABAS, the incident commander or designee shall activate the number of aiding units deemed necessary in accordance with the policies and procedures established and maintained by the MABAS member units.

(3) The chief officer, or designee, of the aiding unit shall take the following action immediately upon

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receiving a request for mutual aid:

- (a) Determine what predetermined equipment, personnel or services are requested according to the MABAS box card.
- (b) Determine if predetermined requested equipment, personnel or services can be committed in response to the request from the stricken unit.
- (c) Dispatch the predetermined requested equipment, personnel or services, to the extent available, to the staging location of the emergency reported by the stricken unit in accordance with the MABAS box card.
- (d) Notify the stricken unit if any or all of the predetermined requested equipment, personnel or services cannot be provided.

Note: MABAS policies and general operating procedures are available on request without charge from the Fire Services Coordinator, Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53708-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at: <http://emergencymanagement.wi.gov/>.

WEM 8.05 Types and classes of resources. All equipment and apparatus provided to the stricken unit shall comply with requirements based on National Fire Protection Association standards and s. TRANS 309 at the time of its original construction and shall be NIMS compliant. At the local response level, staffing guidelines shall be based upon the current local policy and practices. At the regional, state and national response levels, personnel provided by aiding units shall comply with all MABAS staffing guideline minimums.

Note: MABAS staffing guidelines are available on request without charge from the Fire Services Coordinator, Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53708-7865, telephone (608) 220-6049. MABAS policies and general operating procedures may also be accessed from the Wisconsin Emergency Management webpage at: <http://emergencymanagement.wi.gov/>.

WEM 8.06 Communications. To facilitate radio interoperability during emergency response operations, designated MABAS VHF radio frequencies will be utilized by MABAS member units for on scene communications with MABAS mutual aid partners. This does not preclude fire, rescue and emergency medical services from utilizing other radio frequencies or radio bands for their own internal communications.

Note: Designated MABAS VHF radio frequencies are available on request without charge from the Fire Services Coordinator, Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53708-7865, telephone (608) 220-6049. MABAS policies and general operating procedures may also be accessed from the Wisconsin Emergency Management webpage at: <http://emergencymanagement.wi.gov/>.

WEM 8.07 Coordinators. Each MABAS division shall have one division coordinator available at all times. Each MABAS region shall designate one division in its region to act as the regional coordinator. Each WEM region shall designate one MABAS division as a WEM regional coordinator.

WEM 8.08 Credentialing. Through December 31, 2009, all firefighters responding under MABAS shall meet the training standards and requirements of entry level firefighters trained under s. COMM 30.07. Commencing January 1, 2010, all firefighters responding under MABAS shall meet the training standards and requirements of firefighter I trained under s. COMM 30.07. Emergency medical services responders shall have a valid emergency medical services license as defined in s. HFS 110 through 113.

WEM 8.09 Limitations on coverage. (1) Personnel dispatched to aid a stricken unit under MABAS shall remain employees of the aiding unit. Personnel rendering aid shall report to the incident commander or designee of the stricken unit for direction and assignment at the scene of the emergency. The aiding unit shall at all times have the right to withdraw any and all aid upon the order of its chief officer or designee, provided that the aiding unit withdrawing such aid notifies the incident commander of the stricken unit of the withdrawal of such aid and the extent of such withdrawal.

(2) The rendering of assistance under MABAS shall not be mandatory. An aiding unit may refuse if local conditions of the aiding unit prohibit response. The aiding unit shall immediately notify the stricken unit of its inability to respond.

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WEM 8.10 Compensation. Equipment, personnel or services provided under MABAS shall be at no charge to the stricken unit. However, any expenses recoverable from third parties and responsible parties shall be equitably distributed among aiding units. Nothing shall operate to bar any recovery of funds from any state or federal agency under existing state and federal laws.

WEM 8.11 Participation. An agency participating in the MABAS system must be either a MABAS member unit or have signed a memorandum of understanding directly with MABAS. Failure to do either does not jeopardize responses to a non-participating community at the direction of the WEM duty officer.

SECTION 2. EFFECTIVE DATE. This rule shall take effect on the first day of the month following publication in the Wisconsin administrative register as provided in s. 227.22 (2) (intro), Stats.

MUTUAL AID BOX ALARM SYSTEM

AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto [hereafter “Unit(s)”] that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

WHEREAS, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis.Stats. 66.0303(3)(b).)

WHEREAS, the State of Illinois has provided similar provisions under the “Intergovernmental Cooperation Act” of 5 ILCS 220/1 et seq.

WHEREAS, Wisconsin Statutes 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction; and

WHEREAS, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs, and

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WHEREAS, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

WHEREAS, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

WHEREAS, pursuant to such authority, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein,

THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE**Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO**Definitions**

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;

"Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire protection district

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- B. having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. “Stricken Unit”: A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency;
- D. “Aiding Unit”: A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. “Emergency”: An occurrence or condition in a Stricken Unit’s territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.
- F. “Division”: The geographically associated Member Units or Unit which have been grouped for operational efficiency and representation of those Member Units.
- G. “Training”: The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. “Executive Board”: The statewide oversight board of MABAS which is comprised of Division representatives.
- I. “MABAS or ‘Mutual Aid Box Alarm System’ region” means the WEM regional areas as identified by the Adjutant General under ss. 166.03(2)6.(b)1., Stats.

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- J. “Chief Officer” means the highest ranking officer within a fire, rescue or emergency medical services unit.
- K. “Incident Command System” has the meaning specified in s. 166.02(6m), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Chief Officer or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Chief Officer, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Chief Officer, Incident Commander or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Chief Officer, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
 - 1. Determine what equipment, personnel and/or services is requested according to the system maintained by the MABAS.

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2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of the MABAS;
- Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

SECTION SIX**Insurance**

Each part hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN**Indemnification Liability and Waiver of Claims**

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement; provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

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All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided

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that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other

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provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN**Notices**

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN**Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

SECTION FIFTEEN**Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN**Executive Board of MABAS**

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may

Appendix E

MABAS-WI Agreement

appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit. In Wisconsin, the Executive Board shall be constituted as set forth in the Wisconsin State Administrative Code Chapter referenced above.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedure

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. In Wisconsin, Member Units shall also comply with all requirements of WEM 8 currently in effect and as amended from time to time. In Wisconsin, MABAS policies and general operating procedures shall be available on request without charge from the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from

Appendix E**MABAS-WI Agreement**

the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

SECTION NINETEEN**Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

Appendix E

MABAS-WI Agreement

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entry

President or Mayor, or Chairman

Date

ATTEST:

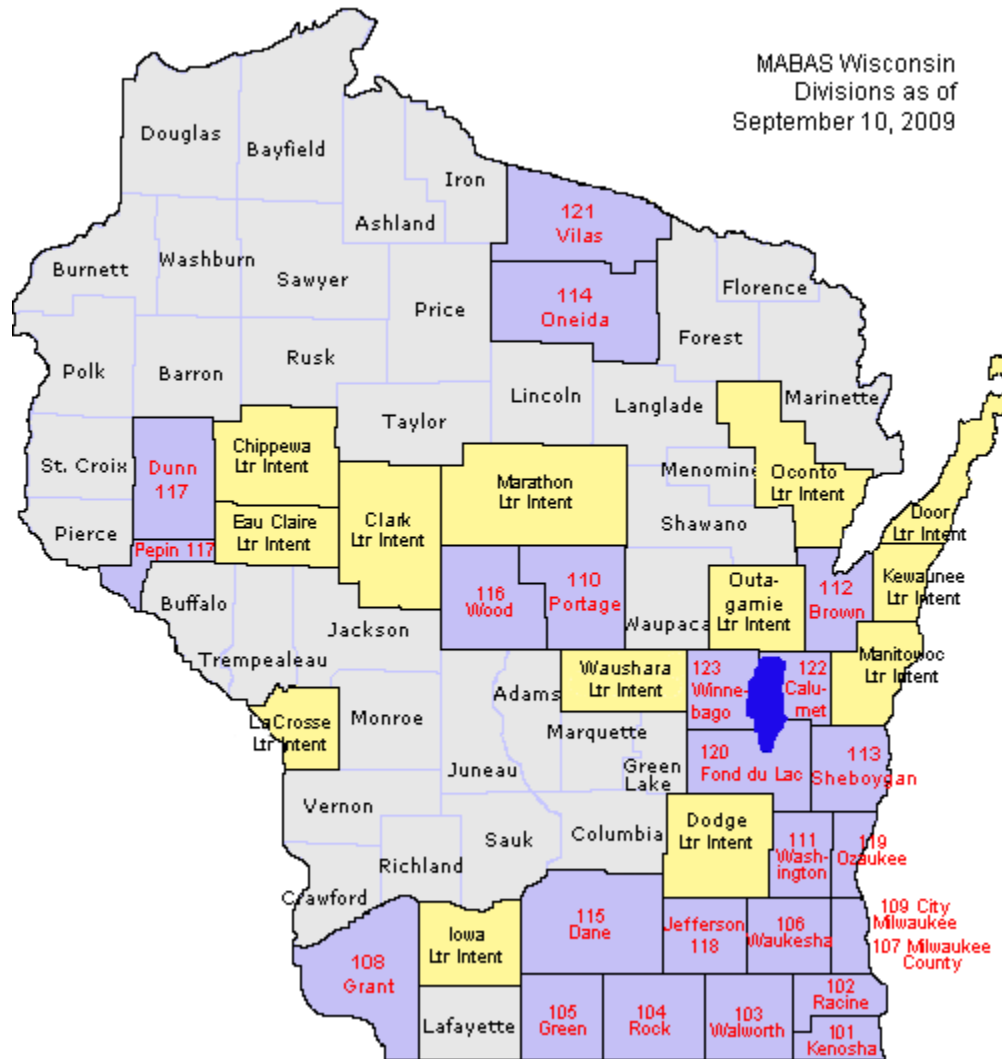
Title

Date

(Note: Signature page may be modified to meet each individual jurisdiction's official signature(s) requirements.)

MABAS WISCONSIN

Mutual Aid Box Alarm System



Active Divisions – as of 09/10/2009

- Division 101 – Kenosha County
- Division 102 – Racine County
- Division 103 – Walworth County
- Division 104 – Rock County
- Division 105 – Green County
- Division 106 – Waukesha County
- Division 107 – Milwaukee County
- Division 108 – Grant County
- Division 109 – Milwaukee City
- Division 110 – Portage County
- Division 111 – Washington County
- Division 112 – Brown County
- Division 113 – Sheboygan County
- Division 114 – Oneida County
- Division 115 – Dane County
- Division 116 – Wood County
- Division 117 – Dunn/Pepin County
- Division 118 – Jefferson County
- Division 119 – Ozaukee County
- Division 120 – Fond du Lac County
- Division 121 – Vilas County
- Division 122 – Calumet County
- Division 123 - Winnebago

PLAN ACTIVATION – INCIDENT COMMAND/DISPATCH CENTERS

Responsibility: The responsibility for activation of this Plan shall remain with the person or persons with incident management authority in the event of a disaster within that jurisdictional area. The local/regional/division dispatch center and the Central Dispatch Center, in coordination with WEM, will support incident command.

Actions:

- _____ In the event of an emergency/disaster and local/regional mutual aid systems have been exhausted, the local jurisdiction shall determine the type and amount of additional resources required. Requests shall be in accordance with the Resource Inventory guidelines of this Plan.
- _____ The local Incident Commander/Unified Command will contact the local/regional/division dispatch center of the affected jurisdiction, who will establish contact with WEM State Duty Officer at **1-800-943-0003** and requests additional resources.
- _____ During any major incident, interagency coordination is essential. Upon the activation of the County Emergency Operations Center (EOC), Request for Assistance shall be channeled through the local/county/division dispatch center by the Wisconsin Emergency Management.
- _____ The local/regional/division dispatch center shall then contact and notify the MABAS-WI Division Representative, County Response Coordinator, and/or the local County Emergency Manager to inform them of activation of the Plan.
- _____ The Central Dispatch Center notifies/alerts the requested resources under the Plan, through the local/regional/division dispatch center(s) and verifies the response.
- _____ The Central Dispatch Center notifies/alerts the closest MABAS-WI Regional Coordinator, and the Presidents of MABAS-WI and WSFCA of activation of the Plan.
- _____ The Central Dispatch Center verifies the resources activated and responding under the Plan to the WEM State Duty Officer who in turn notifies the WEM Fire Services Coordinator of the resources dispatched by the Central Dispatch Center.
- _____ The WEM Fire Services Coordinator will establish communication between the Central Dispatch Center and the local/regional/division dispatch center and incident command.

PRESIDENT OF THE WISCONSIN STATE FIRE CHIEFS ASSOCIATION

Position Responsibilities: Overall coordination of the Wisconsin Fire Service Emergency Response Plan through the President of MABAS-WI and WEM Fire Services Coordinator.

Actions:

- _____ Annually appoints the Chair of the IMAP Committee who also serves as a member of the Intrastate Mutual Aid System (IMAS) Workgroup with a appointee of MABAS-WI and WEM Fire Services Coordinator.
- _____ The WSFCA President may recommend alterations to the IMAP Committee as deemed necessary to ensure “continuity of operations” for impacted communities.
- _____ Notifies the WEM Fire Services Coordinator and the President of MABAS-WI annually with the identity of the IMAS Workgroup representative.
- _____ Considers and approves/disapproves recommendations from the IMAS Workgroup regarding committee membership.
- _____ Communicates with WEM Fire Services Coordinator on all matters affecting Wisconsin disaster planning.
- _____ Assists the Chair of the IMAP Committee with management as necessary.
- _____ Contacts adjacent state fire chief associations, as necessary, to coordinate planning, funding, and exercising activities.
- _____ Liaison with IAFC for situation updates and assistance needs.
- _____ Attends critiques of the State Plan and After Action Reviews at his/her discretion.

PRESIDENT OF MABAS-WI

Position Responsibilities: Overall coordination of the Wisconsin Fire Service Emergency Response Plan through the President of WSFCA and WEM Fire Services Coordinator.

Actions:

_____ Annually appoints the Response Coordinator who will Chair the MABAS-WI Intrastate Mutual Aid Plan (IMAP) Committee and will also serve as a member of the Intrastate Mutual Aid System (IMAS) Workgroup with an appointee of WSFCA and the WEM Fire Services Coordinator.

_____ Notified of a state deployment under the Plan by the Central Dispatch Center. Will communicate with WEM Fire Services Coordinator for additional logistical support necessary for the incident.

_____ If additional logistical support is requested by WEM Fire Services Coordinator, will make appropriate contact with requested special resources from MABAS-WI and other MABAS states as necessary.

_____ Considers revisions made in the Plan by the IMAS Workgroup and the six (6) MABAS-WI Regional Coordinators and will make comments for consideration.

_____ The President will prepare the recommendations for a business meeting of the MABAS-WI Executive Board for approval. The approved recommendations will be sent to WEM Fire Services Coordinator and the President of WSFCA for final consideration.

_____ Notifies the WEM Fire Services Coordinator and the President of WSFCA annually with the identity of the IMAS Workgroup representative.

_____ Considers and approves/disapproves recommendations from the IMAS Workgroup regarding committee membership.

_____ Communicates with WEM Fire Services Coordinator on all matters affecting Wisconsin disaster planning.

_____ Assists the Response Coordinator with Plan management as necessary.

_____ Contacts adjacent state MABAS systems, as necessary, to coordinate planning, funding, and exercising activities.

_____ Liaison with the Mid America Mutual Aid Consortium (MAMA-C) for situation updates and assistance needs.

_____ Attends critiques of the Plan and After Action Review at his/her discretion.

WEM FIRE SERVICES COORDINATOR

Position Responsibility: Overall coordination, management, maintenance of the Wisconsin Fire Service Emergency Response Plan.

Actions:

- _____ Serves as a member of the Intrastate Mutual Aid System (IMAS) Workgroup with the representatives of WSFCA and MABAS-WI.
- _____ The Wisconsin Emergency Management, Fire Services Coordinator will meet with WSFCA President annually to brief the President on the status of the Plan after the June election of the Wisconsin State Fire Chief's Executive Board and may provide an annual written report to the President of the WSFCA..
- _____ The President of the Wisconsin State Fire Chief's Association shall appoint the Chair of the WSFCA IMAP Committee. Said person will work directly with the Wisconsin Emergency Management Fire Services Coordinator for planned and unplanned deployment of mutual aid resources.
- _____ The WEM Fire Service Coordinator shall meet with the MABAS-WI Response Coordinator and the six (6) Regional Coordinators on a quarterly basis or more frequently if needed.
- _____ The WEM Fire Service Coordinator and the Chair of the WSFCA IMAP Committee shall represent the IMAS Workgroup to the Board of Directors of the WSFCA.
- _____ Makes reports to the WSFCA Executive Board on the Plan and the activities of the IMAS Workgroup at the annual meeting, or may provide a written update to the membership via the WSFCA magazine.
- _____ Insures Plan updates, training/exercising activities, Central Dispatch services, Response System maintenance, and other administrative functions are on-going through WEM.
- _____ May serve as Fire Service representative/liaison to the WEM Fire Services Coordinator operating in the State Emergency Operations Center.
- _____ Serves as the liaison, during the disaster, to the affected Regional Plan Coordinator.
- _____ Directs the coordination of the reimbursement process.
- _____ Critiques responses with IMAS Workgroup and makes appropriate recommendations to WEM, WSFCA, and MABAS-WI for changes in the Plan.

_____ Develops a plan to provide for the continued staffing of the position of WEM Fire Services Coordinator during extended operations.

MABAS-WI REGIONAL COORDINATOR

Position Responsibility: Maintenance and coordination of the Plan at the regional level.

Actions:

- _____ Appointed annually by the President of MABAS-WI.
- _____ Serves as a point of contact for the MABAS-WI division representatives, WEM, and the MABAS-WI Response Coordinator.
- _____ Identifies and trains at least one (1) alternate for the Region (preferably a Division Representative).
- _____ During activation, the closest Regional Coordinator is assigned or assigns liaison for coordination of resources under the Plan to incident command in the disaster area.
- _____ During activation, the next available Regional Coordinator to the stricken unit is assigned to the Reception Area to process arriving resources, verify the Authentication Matrix, and release resources to the incident staging area.
- _____ During activation, the Regional Coordinator assigned to the Reception Area will ensure proper demobilization of resources being released from the Reception Area and the incident.
- _____ Serves as member of the MABAS-WI IMAP Committee.
- _____ Acts as liaison and resource for the County Fire Chiefs' Associations in the area.
- _____ Maintains current resource list of equipment, personnel, etc., within the region that are available for response upon Plan activation. Updates resource list at least semi-annually and provides the list to MABAS-WI Secretary, the Central Dispatch Center, and WEM Fire Services Coordinator.
- _____ During Plan activation, Regional Coordinators or designees is assigned to incident command and the Reception Area, and will communicate with the WEM Fire Services Coordinator and the President of MABAS-WI.

MABAS-WI DIVISION REPRESENTATIVE

Position Responsibility: Maintenance and coordination of the Plan at the county level.

Actions:

- _____ Appointed annually by the division membership to represent the division, as a voting member of the Executive Board member of MABAS-WI, for revisions to the Plan. Provides information and feedback to/from Executive Board meetings and correspondence to division member agencies.
- _____ Serves as a point of contact for the MABAS-WI Regional Coordinators, WEM, and the MABAS-WI Response Coordinator.
- _____ Coordinates all activities, i.e. training, drills, and Plan maintenance with the Regional Coordinators.
- _____ Identifies a contact list for each fire department in the division/county.
- _____ Identifies the fire service dispatching points and division dispatch centers within the county.
- _____ Maintains current resource list of equipment, personnel, etc. within the county that are available for response upon Plan activation. Updates resource list at least semi-annually and submits division resource list to the Regional Coordinator and the MABAS-WI Secretary.
- _____ Prior to Plan activation, establishes and maintains an on-going dialogue the local emergency management directors.
- _____ Assists with the creation/expansion of local and county mutual aid systems. Assists fire and EMS services in the division area/region with MABAS development and member support activities.
- _____ Serves as a liaison for the Plan to the local fire service representatives within the County EOC and the local/regional/division dispatch centers.
- _____ Assists local jurisdictions, MABAS-WI Finance Section Chief, and WEM with incident documentation and the processing of reimbursement documents.

Wisconsin Fire Service Emergency Response Plan**PERSONNEL INFORMATION FORM**

This form is intended for the response coordinator and is used in case something happens to the responding member during the deployment, e.g. injury, illness, or discipline problem that would require a member being sent home. For anything serious, first notification should be made to the member's Fire Chief or Supervisor, and who will then notify the member's family as appropriate. The information contained in this document will be kept confidential and sealed in the possession of the lead sponsoring agency representative.

Responder Information

Responder Name: _____

Home Address: _____

Date of Birth: _____

Blood Type: _____ Allergies: _____

Other Medical Information: _____

Home Phone: _____ Alternate Phone: _____

In Case of Emergency Contact: _____ Relationship: _____

Contact Phone: _____ Alternate Phone: _____

Agency Information

Fire Department or Company: _____

Address: _____

Agency Phone Number: _____

Chief or Supervisor: _____

Employee ID information: _____

MABAS Division number or Regional Identification: _____

Home State Mission Number: _____

Wisconsin Fire Service Emergency Response Plan

EMERGENCY CONTACT INFORMATION FORM

Please contact the Locality EOC when you arrive at your work site & provide the information requested on this PIF. This information will be sent back to the State Emergency Operation Center – Emergency Management Assistance Compact (EOC-EMAC) Coordinator to provide contact while deployed. A copy will be sent to your Fire Chief or Supervisor.

Team Leader: _____
(To be provided prior to deployment)

Team Phone Number: _____
(To be provided prior to deployment)

Team FAX Number: _____
(To be provided prior to deployment)

The following information will be used to track your deployment and allow the State EOC to contact you and assist you throughout your mobilization.

Your Name: _____ Locality _____

Position/Function: _____

Work Site Phone: _____ Work Site Fax: _____

Alternate Work phone: _____ Cell Phone: _____

Work Site Location: _____

City _____ State _____

Work Schedule: _____ Work Hours _____
(M-F / M-Sa / M-Su)

Lodging: _____ Telephone No. _____
(Hotel/etc.)

Number of persons on your team _____

Name of your Team Leader _____

Other personal information you want the EOC to know:

Radio Frequency Inclusion Recommendations

The following is the proposed MABAS Wisconsin Frequency priority list. We would suggest starting at the top and working your way down the list putting as many frequencies as possible in your radios. Each individual radio will dictate how many channels can be programmed. Sixteen channel radios should make every effort to include the eight MABAS Channels plus as many MARC channels as possible. Thirty two and forty eight channel radios should have no problem accommodating the entire list below. We are flexible but this makes the most sense. Fire or EMS apparatus from SE Wisconsin could travel to NW Wisconsin and have the ability to communicate with local fire departments on both mobile and hand held radios if we all at least have the MABAS and MARC frequencies programmed. The list is consistent with the SIEC recommendations for what frequencies should be included in radios. Any radio equipment purchased with Office of Justice Assistance (OJA) grants must have these frequencies programmed.

Frequency	Local Name	CTCSS TONES	National Name	Purpose
154.2650 MHz	IFERN	210.7	VFIRE22	Mutual Aid Base/Mobile Dispatch
153.8300 MHz	FG RED	69.3	N/A	Fireground Operations
154.2800 MHz	FG WHITE	74.4	VFIRE21	Fireground Operations
154.2950 MHz	FG BLUE	85.4	VFIRE23	Fireground Operations
153.8375 MHz	FG GOLD	91.5	N/A	Fireground Operations
154.2725 MHz	FG BLACK	94.8	VFIRE24	Fireground Operations
154.2875 MHz	FG GRAY	136.5	VFIRE25	Fireground Operations
154.3025 MHz	IFERN2	67.0	VFIRE26	Alternate Mutual Aid Base/Mobile
155.1600 MHz	NATSAR	127.3	N/A	Search & Rescue/Mobile
151.2800 MHz	MARC2	71.9	N/A	Interagency Tactical Operations
154.0100 MHz	MARC3	71.9	N/A	Interagency Tactical Operations
154.1300 MHz	MARC4	82.5	N/A	Interagency Tactical Operations

The following repeated radio frequency is identified for interagency tactical operations:

Frequency	Local Name	CTCSS TONES	National Name	Purpose
RX 151.2800 TX 153.8450	MARC1 (R)	136.5	N/A	Wide Area Interagency Tactical Operations

Emergency Medical Services Communication

In accordance with Wisconsin Department of Health and Family Services (DHFS) administrative rules, all ambulances shall have VHF high band capabilities on all of the statewide EMS frequencies.

<u>Frequency (MHz)</u>	<u>Tone (Hz)</u>	<u>Name</u>
155.2800	DPL 156	EMS C
155.3400	DPL 156	EMS B
155.4000	DPL 156	EMS A

MABAS Wisconsin 800 MHz Radio Communications and Interoperability (Future Use)

As of December 2007, the Region 45 and 54 regional planning committees have approved a license application for 6, 800 MHz simplex frequencies for statewide tactical communications. The next steps are to coordinate with adjacent states, apply for statewide licensing, and confirm the channel naming.

The frequencies - tones - channel names are:

<u>Present (MHz)</u>	<u>Rebanded (MHz)</u>	<u>Tone (Hz)</u>	<u>Possible Name</u>
866.450	851.450	156.7	RED800
866.950	851.950	156.7	WHITE800
867.450	852.450	156.7	BLUE800
867.950	852.950	156.7	GOLD800
868.450	853.450	156.7	BLACK800
868.950	853.950	156.7	GRAY800

Wisconsin Interoperable System for Communications - WISCOM (Future Use)

Information will be inserted at a future date.

Security/ Validation Procedures

During some deployments it may be necessary to ensure various forms of communication as valid. MABAS-WI utilizes an Authentication Matrix procedure for this purpose. The Authentication Matrix will be issued to task force or strike team leader by the Central Dispatch Center prior to departure or WEM – Fire Services Coordinator.

The Authentication Matrix may also be utilized by personnel at the Reception Area to validate the resource request. Any resource not able to supply the prior validation, will be handled by force protection/security at the Reception Area.

DOCUMENTATION**Compensation**

Compensation for responding or aiding units under the Plan is covered in WEM 8 (See WEM 8.10 Compensation, **Appendix D**) where it states:

Equipment, personnel or services provided under MABAS shall be at no charge to the stricken unit. However, any expenses recoverable from third parties and responsible parties shall be equitably distributed among aiding units. Nothing shall operate to bar any recovery of funds from any state or federal agency under existing state and federal laws.

Any reimbursement, either state or federal, is based on the supporting documentation. The same documentation procedures are applicable to both the state and federal claims. The documentation must be able to stand the test of audit.

The attached “Documenting Disaster Costs” will provide the guidelines and tools needed to set up files and document costs. The forms utilized are also available in a computerized version using MS Excel. Failure to properly document costs may result in part or the entire claim being ineligible for reimbursement. It is very important to document the request for mutual aid in addition to documenting costs.

Eligibility

To meet eligibility requirements for reimbursement, an item of work must:

- Be required as the result of the emergency or disaster event.
- Have been requested by the impacted jurisdiction.
- Have been properly dispatched according to the Plan.
- Be located within a designated emergency or disaster area.
- Be the legal responsibility of the eligible applicant.

Fire service resources activated by this plan must submit reimbursement claims to the impacted jurisdiction(s).

Categories of Work

The work most often performed under this plan is Emergency Work. This work is performed immediately to save lives, to protect property, for public health and safety, and/or to avert or lessen the threat of a major disaster. Emergency Work contains two categories: Debris Clearance (Category A) and Protective Measures (Category B).

It is possible that certain types of claims may be made under Permanent Work categories. For example, certain damages or losses of facilities and equipment may fall into the permanent Work categories.

Expenses for Personnel

Only the actual hours worked beyond the regular duty time, either overtime or regular time hours,
Version 2: June 1, 2009

can be claimed for FEMA category A and B (Emergency Work). Pay rates will be in accordance with the existing Collective Bargaining Agreement (CBA), pay ordinance or plan that is in effect at the time of the Plan activation. Standby time is not eligible for reimbursement. If time and one-half or double time is paid to regular hourly employees for overtime or holiday work, these payments must be in accordance with rates established prior to the disaster (i.e. CBT). Volunteer firefighters and/or other volunteer emergency service personnel activated by this Plan may submit claims to the impacted jurisdiction(s) for reimbursement at the rate based on the average of the three (3) closest fulltime/career fire departments. Such personnel are identified as members of public safety agencies who receive minimal or no compensation.

In some cases, FEMA may approve reimbursement for overtime costs associated with “backfilling”. If approved, this option would allow the department to be reimbursed when personnel are called back to work on an overtime basis to replace existing employees already approved to perform disaster related activities elsewhere. To facilitate this reimbursement, the responding department must have a written policy concerning “backfilling” in existence prior to the disaster.

The information included in “Documenting Disaster Costs” details the required information and instructions for documenting the department’s personnel costs (Force Account Labor). It also provides guidance for claiming Fringe Benefit costs and includes a sample rate schedule. Include the Incident # as issued by the Central Dispatch Center.

Expenses for Equipment

Each department may be eligible for reimbursement for the use of equipment owned (Force Account Equipment) by the department when it is used in disaster work. To assist in the reimbursement process, FEMA has developed a “Schedule of Equipment Rates”. The impacted jurisdiction should obtain the most recent version of the schedule available at (http://www.fema.gov/r-n-r/fin_eq_rates.htm) prior to submitting for reimbursement. A suggested form for recording the needed information and instructions can be found in “Documenting Disaster Costs”. The Incident Number as issued by Central Dispatch Center should also be included.

Damage/Loss of Equipment

Equipment that is damaged and/or lost during disaster incidents may be eligible for reimbursement. The damage and/or loss must be documented along with sufficient supportive documentation such as video and/or photographs. Factors such as insurance, salvage, and age of the equipment (a Blue Book type of figure) will also be considered as a part of the review of the claim. If the documentation is not comprehensive, detailed and accurate, portions of the claim and possibly the entire claim may be disallowed.

Rented Equipment

It is possible that a department may use some rented equipment. These costs may also qualify for reimbursement. Refer the “Documenting Disaster Costs” for the proper documenting of these expenses.

Processing Claims

Each department is responsible for preparing the necessary documentation and submitting a claim for resources deployed under this Plan. Where and how to file a claim is dependent on several factors because of the variety of possible reimbursement sources. The size of the event, the type of event and the type of emergency or disaster declaration can effect which funding sources are available. Some general guidelines are:

- Time is of the essence. Coordinate reimbursement claims with the fire department and Emergency Management Agency of the impacted county. That agency will work with the Wisconsin Emergency Management, Financial Branch for recommendations and guidance for the best source for reimbursement for the particular event.
- For a reimbursement from the State Disaster Relief Program, a letter of intent to seek reimbursement must be filed within 14 days. The letter should have an attachment, which includes a list of sites, a brief description of damages and an estimate of costs. For a federal claim, the Request for Public Assistance form must be filed within 30 days of the designation of the county for public assistance.

The Disaster Declaration Process

1. **Local Government Responds** to the emergency or disaster supplemented by neighboring communities and volunteer agencies. If the local government is overwhelmed, the local Emergency Management Director or chief elected official requests an Emergency Declaration from the County Emergency Management Director who would then make a request for state assistance;
2. **The State Responds** with state resources, such as the National Guard and other state agencies. If these resources are overwhelmed, then the state requests assistance from the Federal Emergency Management Agency (FEMA);
3. **Damage Assessment** by local, state, federal and volunteer organization teams determines losses and recovery needs;
4. **A Major Disaster Declaration** is requested by the governor, based on the damage assessment, and an agreement to commit state funds and resources to long-term recovery;
5. **FEMA Evaluates** the request and recommends action to the White House based on the disaster, the local community and the state's ability to recover;
6. **The President** considers the request and FEMA informs the governor whether it has been approved or denied. This decision process could take a few hours to several weeks depending on the nature of the disaster.

Reimbursement Procedure Notes

The following notes are offered to assist the fire service regarding reimbursement procedures:

- Because of the availability of a number of different possible funding programs at the state and federal level, no one procedure for filing reimbursement claims can be prescribed.
- The one procedure that can be consistent for preparing for of all claims is the documenting procedure. The attached "Documenting Disaster Costs" will provide the appropriate documentation for all potential funding sources.
- It is very important, especially for FEMA claims, that written mutual aid agreements be

executed prior to a disaster. The Plan must be adopted by the local jurisdiction(s) prior to the incident. The crucial points that the agreement must contain are: 1) the terms for charges for mutual aid; and 2) there is no contingency clause, i.e. "Payment will be provided only upon receipt of funding from FEMA."

- The language of the "Reimbursement Procedure" and the "Documenting Disaster Costs" has been researched with the WEM Bureau of Response and Recovery to insure compatibility and accuracy.
- The Response and Recovery Branch of WEM can be an important resource to help match reimbursement claims with the best available funding source.

Note – Additional information is available from FEMA's "Public Assistance Guide" (FEMA 322) and FEMA's "Public Assistance Policy Digest (FEMA 321).

MEMORANDUM OF UNDERSTANDING

Volunteer firefighters and/or other volunteer emergency service personnel activated by this Plan may submit claims to the impacted jurisdiction(s) for reimbursement at the rate based on the average of the three (3) closest fulltime/career fire departments. Such personnel are identified as members of public safety agencies who receive minimal or no compensation.

REIMBURSEMENT PROCEDURE

Upon the activation of this plan, this Reimbursement Procedure will be applicable to all on-scene and responding agencies. The requesting organization will reimburse the responding organization for all deployment and operational costs to include those related to personnel, use of equipment, and travel. A responding organization may choose to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to the requesting organization. Agencies responding to incidents under the Emergency Response Plan may or may not be reimbursed for their expenses. Reimbursement may be provided by the local entity requesting assistance or by the federal government if the incident occurs on federal land, or the incident may be covered by other statutes concerning reimbursement (e.g. hazardous materials incidents). In any case, by participating in the Wisconsin Fire Service Emergency Response Plan, agencies assume full responsibility for tracking their costs. Furthermore, without valid documentation, no reimbursement will be made.

Financial Assistance Availability

STATE- The impact of major or catastrophic emergencies can exceed local financial resources and area fire departments ability to fulfill the needs of the citizens. Financial aid and assistance may be requested from the State of Wisconsin. Financial assistance is available from a variety of sources within the state on a supplemental basis through a process of application and review. Fire departments responding under the Plan should contact the County Fire Coordinator and the County Emergency Management Director of the impacted county for the appropriate source of assistance and for application procedures.

FEDERAL- When damages are so extensive that the combined local and state resources are not sufficient, the governor submits a request for an emergency or major disaster declaration to the President through FEMA. A joint FEMA, state and local team will conduct a Preliminary Damage Assessment to determine if there is a need for federal assistance. If federal assistance is justified, the President issues an emergency or major disaster declaration and various emergency or disaster programs are made available. Federal assistance is on a shared cost basis with 75% federal funds and 25% non-federal funds.

A. General

Following a major disaster, federal funding may be available to help local governments repair or replace damaged facilities. The primary reason that local governments fail to receive reimbursement is the lack of properly documented disaster costs. Since federal payments are based on Project Worksheets, final inspections and audits, the proper documentation of costs is an absolute requirement. It is not enough just to complete the disaster-related work - that work must be fully and accurately documented!

B. Specific

Documentation should begin immediately during the response to the disaster. The work done for such things as debris removal and emergency protective measures should be documented. A separate file folder should be set up for each location where work is being done. Later, as Project Worksheets are completed, a separate folder should be established

for each Project Worksheet. Place the Project Worksheet in its own folder along with all supporting documents to verify claim for potential reimbursement. If in doubt about starting a new folder, start a new folder. It is easier to consolidate folders than it is to separate documentation into new folders

Basically, there are two ways to complete items of work: one is by contract, and the other is by force account (using personnel, equipment, and materials belonging to the jurisdiction). The proper documentation in each case is described below.

1. Force Account Work

Prior to or immediately after a disaster occurs, someone should be appointed to start keeping a record of costs. Ideally, this person should have been designated and trained in advance. In addition, the person picked should attend the Applicant's Briefing that the state and federal officials will conduct.

If temporary workers or extra help are hired to complete items of work (which is frequently done for emergency work such as debris removal), they must be placed on the payroll and the job, wages, and period of employment must be recorded. The procedures for placing temporary workers on the payroll during an emergency should be planned in advance.

When a resource (personnel, materials and/or equipment) is used from another jurisdiction, (mutual aid), the resource must be documented and paid for as contract work to qualify for reimbursement. Invoices are required to show a description of the resource, dates the resource was used, name of the jurisdiction providing the resource, an invoice number, and cost of the resource.

Guidelines for documenting and organizing costs are outlined below.

a. Files

After a presidential declaration, there will be a kickoff meeting conducted by the Federal Public Assistance Officer. Guidance will be provided at this meeting for the formulation of Project Worksheets. The jurisdiction may then write their own Project Worksheets without having to wait for the FEMA/State personnel to write the Project Worksheets. Assistance to write the Project Worksheets may be requested from local, state and federal officials. Approval of the Project Worksheets may not be received until several weeks after the disaster. In the meantime, emergency work must be started.

The problem is how to keep a separate record of costs for each project when it is not known what each project will cover. One way to accomplish this is to establish, immediately after the disaster, a separate folder for each emergency work project that must be done before project approval is received. For example, damage to three streets should have a separate folder set up for each street, not one folder for all three streets. If several buildings require repairs (such as repairing roofs to prevent further rain damage), set up a folder for each building. When the Project Worksheets are completed and approved, a permanent folder can be established for each project. It is easier to combine information from several folders than to separate information out of one folder.

b. Labor

Permanent and temporary employees must be on the payroll in order to be reimbursed for their work on disaster projects. The payroll records must show the pay period, employee name, job classification, number of hours worked each day, total hours worked for the pay period, rate of pay (regular and overtime), and total earnings. Most established payroll systems already include this information.

The records must also show which project the employee worked on each day and each hour if he/she worked on more than one project in a single day. Claims for labor must be documented for each project **individually**.

The time records must show how much time the employee worked on the disaster projects. Overtime must be shown on the records as being disaster related. Overtime pay must be in accordance with policies and practices in use by the jurisdiction before the disaster. That means that pay for overtime worked during a disaster cannot be claimed if overtime is not paid for extra hours worked prior to the disaster.

Procedures must be set up to record each day to show which employees worked on each disaster- related job, for how long, and what he or she did. The Force Account Labor Summary Record is needed for this purpose (*see Exhibit 1*). The record sheets should be used by the supervisor of each work crew and turned into the designated record keeper. The record keeper should also prepare the Fringe Benefit Rate Sheet (*see Exhibit 2*).

If an employee worked on two or more projects on the same date, the supervisor should turn in a separate Forced Account Labor Record for each project. These Force Account Labor Records are to be filed in the proper project folders.

There is no reimbursement for volunteer labor (other than Volunteer Firefighters as mentioned above). However, it is important to keep a record of volunteer labor if claims for equipment hours used by volunteers are being made.

c. Equipment

Equipment used on each project (both owned and rented) must be documented. Specifically, the documentation must show the Project Number, date used, FEMA code (if known), equipment description, operator, hours used each day, cost per hour, and total cost for each piece of equipment. **Equipment not in actual use is considered standby and is not eligible for reimbursement.** Use the Force Account Equipment Record (*see Exhibit 3*) or the Rental Equipment Summary Record (*see Exhibit 4*) to document the use of the equipment. Place the forms in each project folder immediately upon starting work. Operator costs associated with the use of equipment should be reported separately as part of the labor costs on the Force Account Labor Record unless the rental charge included the operator.

If the equipment is rented, the rental invoices must show the type of equipment, date and hours used, rate per hour (with or without operator), total cost, vendor name, invoice number, amount paid, and check number. This information is recorded on the Rented

Equipment Summary Record (*see Exhibit 4*). Repair costs for rental equipment are not reimbursable.

Rates claimed for forced account equipment should correspond to those approved on FEMA's "Schedule of Equipment Rates". Preparing a list in advance of all available force account equipment showing the make, model and other specifications will facilitate the determination of the correct rate to charge. If a piece of equipment is used which is not listed on the rate schedule, FEMA will determine an applicable rate. However, having a record of the make, model number, and any other pertinent information will help in establishing the rate.

Equipment	FEMA Cost Code
Fire Apparatus, 1000 GPM	8690
Fire Apparatus, 1250 GPM	8691
Fire Apparatus, 1500 GPM	8692
Fire Apparatus, 2000 GPM	8693
Ambulance to 150 hp	8040
Ambulance to 210 hp	8041
Command Vehicle, Car	8072
Command Vehicle to 130 hp	8801
Command Vehicle to 180 hp	8802
Command Vehicle to 230 hp	8803
Command Vehicle to 280 hp	8804

d. Materials and Supplies

A record of materials and supplies purchased or taken from stock must be kept for each project. Specifically, the documentation must show the name of the vendor, description of the material, quantity, unit price, total price, date of purchase, date used and whether purchased or taken from stock. The Material Summary Record (*see Exhibit 5*) can be used to record this information. Claims for materials taken from stock must be supported either by copies of the original purchase invoice or the invoice for replacement of the materials. Invoices for the materials must show the date paid, the amount paid and the check number and should be placed in the appropriate project folder.

2. Contract Work

The folder for each project that involves contract work must contain a copy of the contract and all invoices for that project. Each invoice must include a description of the work done, date of the work, name of the contractor, an invoice number, and amount billed. The Contract Work Summary Record (*see Exhibit 6*) is used to record this information. The folder must also contain a copy of the contract advertisement, a list of bidders, and proof that the work was awarded to the low bid contractor. If the low bid is not accepted (there can be some acceptable reasons for not taking the low bid), it must be documented why the bid was not accepted and that information must be placed in the project folder. The contract may be awarded to the next lowest bidder who is able to meet the terms of the contract. If the contract is significantly more than the approved Project Worksheet amount, the Ohio Emergency Management Agency should be notified.

CAUTION: FEMA will not reimburse costs for cost-plus-percentage-of-cost

contracts or any contract where payment for work is contingent upon federal reimbursement. Any work done by either type of contract will be ineligible and no federal funds will be paid for the work.

C. GENERAL DOCUMENTATION REQUIREMENTS

The dates used on all documentation must be within the allowable time period for each project. This period is from the date of the disaster to the completion date of the work as shown in the Project Application. It is important that the dates on our supporting documentation agree with the project dates and final inspection. In other words, if 50 percent of the work was completed (as shown on the Project Worksheet) when the Project Worksheet was written, 50 percent of the work and costs must be shown between the date of the disaster and the date the Project Worksheet was prepared. The other 50 percent must be between the Project Worksheet date and the completion date shown on the final inspection report.

The approved Project Worksheet will show a total amount approved for each job. However, do not restrict the supporting documentation to these amounts. Overruns on large projects will be considered on a case-by-case basis for reasonable costs. Significant cost overruns on small projects will be considered in relation to the net overrun on all small projects. All overruns should be reported to the Ohio Emergency Management Agency as soon as possible. This step is critical because early approval of overruns is necessary. If a large overrun is not approved, reimbursement will not cover the overrun.

FEMA will reimburse only for repairs included in scope of work on the Project Worksheet. If it is decided to change to an alternate project, FEMA approval is required. Immediately inform the Ohio Emergency Management Agency of any proposed changes and justification for those changes. FEMA must approve alternate work projects. If the change is only to improve an existing work project, the state can approve the change, unless the change will involve required federal approval, such as the National Environmental Protection Act.

D. AVAILABLE ASSISTANCE

Contact the local Emergency Management Director who will arrange for assistance with the documenting of damage costs through the Ohio Emergency Management Agency Response and Recovery Branch.

Remember, reimbursement is tied to documentation. Good records must be kept!

Summary Record Instructions Record Keeping Forms and Instructions**Introduction**

It is essential that the expenses incurred in disaster response and recovery be accurately documented. Accurate documentation will help:

1. Recover all eligible costs.
2. Have the information necessary to develop Project Worksheets.
3. Have the information available for the state and FEMA to validate the accuracy of small projects.
4. Be ready for any state or federal audits or other program or financial reviews.

There are many ways to maintain documentation. What is important is to have the necessary information, readily available and that this information is in a usable format. The records for the documentation must be assembled under the Project Number as shown on FEMA's Project Worksheet. The Public Assistance Coordinator assigns project numbers.

Six record forms have been developed to assist in the organizing of the project documentation. Other systems can be used if the system will provide the required information.

The forms are:

1. **Force Account Labor Summary Record** (Exhibit 1) -- used to record personnel costs.
2. **Fringe Benefit Rate Sheet** (Exhibit 2)-- used to record benefit costs.
3. **Force Account Equipment Summary Record** (Exhibit 3) -- used to record your equipment use costs.
4. **Rented Equipment Summary Record** (Exhibit 4) -- used to record the costs of rented or leased equipment.
5. **Material Summary Record** (Exhibit 5) -- used to record the supplies and materials that are taken out of stock or purchased.
6. **Contract Work Summary Record** (Exhibit 6) -- used to record the costs or work that is done by contract.

Force Account is the term to refer to the jurisdiction's own personnel and equipment. Keep the following points in mind when compiling force account labor information:

- Record regular and overtime hours separately.
- Record the benefits separately for regular and overtime hours. Most overtime hours include fewer benefits than regular hours.
- Attach a Fringe Benefit Rate Sheet giving a breakdown of what is included in the jurisdiction's benefits. By percentages, e.g., Social Security – 15.2%, Workman's Compensation – 4.3%, insurance – 18.5%, etc. Use an average rate if there are different benefit rates for different employees.

Complete the Force Account Labor Summary Record as follows:

- Heading:**
 - Applicant:** Enter the jurisdiction's name.
 - Paid:** Enter the date these wages were paid.
 - PW#:** Enter the Project Worksheet Number that this record covers.
 - Disaster Number:** Enter the assigned Disaster Number.
 - Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
 - Category:** Enter the category of work being done, e.g. A, B, C, etc.
- Detail Section:**
 - Name:** Enter the names of the employees who worked on the project.
 - Job Title:** Enter the job title of each employee who worked on the project.
 - Reg:** Enter the regular hours that each employee worked on the project.
 - OT:** Enter the overtime hours that each employee worked on the project.
 - REMINDER: The only overtime that is eligible for reimbursement is overtime for emergency work. Record both regular and overtime hours, so that personnel hours can be compared with equipment use hours, if necessary.**
 - Date:** Enter the days date in the space at the top of each column.
 - Hours Worked:** Enter the hours worked by each employee, regular hours and overtime hours, in the blocks below the date worked.
 - Total Hours:** Add up the regular hours and enter the total. Add up the overtime hours and enter.
 - Hourly Rate:** Enter the regular hourly rate for each employee and enter the overtime rate for each employee.
 - Benefit Rate:** Enter the appropriate benefit rate from the Totals line on the Fringe Benefit Rate Sheet.
 - Total Hourly Wages:** Multiply the Hourly Rate by the Benefit Rate to get an hourly benefit rate. Add the hourly rate to the hourly benefit rate and enter that total.
 - Total Costs:** Multiply the Total Hours by the Total Hourly Wage and enter that total.
 - Totals Section:**
 - Total Force Account Labor – Regular Time:** Add up the Regular time Total Costs and enter.
 - Total Force Account Labor – Over Time:** Add up the Overtime Total Costs and enter.
 - Total Force Account Labor:** Add the Regular time total to the Overtime total and enter.

Jurisdiction		FORCE ACCOUNT LABOR SUMMARY RECORD				Page	of			
Applicant		Paid	PW #	Disaster Number						
Location/Site		Category					Period covering to			
Description of work performed										
Costs										
Name	Job Title	Date	Dates and Hours worked each week				Hourly Rate	Benefit Rate %	Total Hourly Wage	Total Costs
		Reg						\$	%	\$
		OT						\$	%	\$
		Reg						\$	%	\$
		OT						\$	%	\$
		Reg						\$	%	\$
		OT						\$	%	\$
		Reg						\$	%	\$
		OT						\$	%	\$
		Reg						\$	%	\$
		OT						\$	%	\$
		Reg						\$	%	\$
		OT						\$	%	\$
Total Force Account Labor - Regular Time								\$		\$
Total Force Account Labor - Overtime Time								\$		\$
Total Force Account Labor								\$		\$
I certify that the above information was obtained from payroll records, invoices, or other documents that are available for audit.										
Certified						Title		Date		

Appendix M

Exhibit 2 – Fringe Benefit Rate Sheet Instructions

Fringe Benefit Calculations:

Fringe benefits for force account labor are eligible for reimbursement. Fringe benefits for overtime will be significantly less than for regular time, except for extremely unusual cases. The following steps will assist in calculating the percentage for fringe benefits paid on an employee's salary. Note that items and percentages will vary from one entity to another.

1. The normal year consists of 2080 hours (52 weeks X 5 workdays/week X 8 hours/day). This does not include holidays and vacations.
2. Determine the employee's basic hourly pay rate (annual salary / 2080 hours).
3. Fringe benefit percentage for vacation time: Divide the number of hours of annual vacation time provided to the employee by 2080 e.g. (80 hours (2 weeks) / 2080 = 3.85%).
4. Fringe benefit percentage for paid holidays: Divide the number of paid holiday hours by 2080 e.g. (64 hours (8 holidays) / 2080 = 3.07%).
5. Retirement Pay: Because this measure varies widely, use only the percentage of salary matched by the employer.
6. Social Security and Unemployment Insurance: Both are standard percentages of salary.
7. Insurance: This benefit varies by employer. Divide the amount paid annually by the jurisdiction by the basic pay rate determined in Step 2. Then divide the result by 100 to determine the correct percentage rate.
8. Workman's Compensation: This benefit also varies by employee. Divide the amount paid annually by the jurisdiction by the basic pay ray determined in Step 2. Then divide the result by 100 to determine the correct percentage rate.

Note: Typically, the same rate should not be charged for regular time and overtime. Generally, only FICA (Social Security) is eligible for overtime; however, some entities may charge retirement tax on all income.

Sample Rates:

Although some rates may differ greatly between jurisdictions due to their particular experiences, the table below provides some general guidelines that can be used as a reasonableness test to review submitted claims. These rates are based on experience in developing fringe benefit rates for several state departments, the default rate used for the State of Florida, following Hurricane Andrew (August 1992), and the review of several FEMA claims. The rates are determined using the gross wage method applicable to the personnel hourly rate (PHR) method. The net available hours method would result in higher rates.

Paid Fringe Benefits:

FICA (Social Security Matching)	7.65%	(or slightly less)
Retirement – Regular	17.00%	(or less)
Retirement – Special Risk	25.00%	(or slightly less)
Health Insurance	12.00%	(or less)
Life & Disability Insurance	1.00%	(or less)
Worker's Compensation	3.00%	(or less)

Unemployment Insurance	0.25%	(or less)
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Leave Fringe Benefits:

Accrued Annual Leave	7.00%	(or less)
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Sick Leave	4.00%	(or less)
------------	-------	-----------

Administrative Leave	0.50%	(or less)
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Holiday Leave	4.00%	(or less)
---------------	-------	-----------

Compensatory Leave	2.00%	(or less)
--------------------	-------	-----------

Rates outside of these ranges are possible, but should be justified during the validation process.

Jurisdiction		FRINGE BENEFIT RATE SHEET		Page	of
Applicant		Paid	PW #	Disaster Number	
Location/Site		Category		Period covering to	
Description of work performed					
		Regular Employees		Part-Time Employees	
		Regular Time %	Overtime %	Regular Time %	Overtime %
Vacation		%	%	%	%
Holiday Pay		%	%	%	%
Insurance		%	%	%	%
Retirement		%	%	%	%
Unemployment		%	%	%	%
Social Security		%	%	%	%
Workman's Comp.		%	%	%	%
Other		%	%	%	%
Other		%	%	%	%
Other		%	%	%	%
Other		%	%	%	%
TOTALS		%	%	%	%
I certify that the above information was obtained from payroll records, invoices, or other documents that are available for audit.					
Certified				Date	
Title				Date	

Appendix M Exhibit #3 – Force Account Equipment Summary Record Instructions

Complete the Force Account Equipment Summary Record as follows:

□ **Heading**

- **Applicant:** Enter the jurisdiction's name.
- **Paid:** Enter the date these charges were paid.
- **PW#:** Enter the Project Worksheet Number that this record covers.
- **Disaster Number:** Enter the assigned Disaster Number.
- **Location/Site:** Enter the location or site where the work was performed for this

Project Worksheet.

- **Category:** Enter the category of work being done, e.g. A, B, C, etc.

□ **Detail Section:**

- **Type of Equipment:** Enter the name of the equipment used including the size, capacity, horsepower, make and model.
- **Equip Code #:** Enter the FEMA Cost Code for the equipment, if known.
- **Operator's Name:** Enter the name of the equipment operator.
- **Date:** Enter the day's date in the space at the top of each column.
- **Hours Used:** Enter the hours used for each piece of equipment in the blocks below the date. Idle and standby hours cannot be included.
- **Total Hours:** Add up the Hours Used for the week and enter.
- **Equipment Rate:** Enter the cost per hour to use the equipment.
- **Total Cost:** Multiply the Total Hours by the Equipment Rate and enter the result.

□ **Totals Section:**

- **Total Hours:** Add the Total Hours column and enter.
- **Total Cost:** Add the Total Cost column and enter.

FORCE ACCOUNT EQUIPMENT SUMMARY RECORD		Page _____ of _____										
Jurisdiction	Applicant	Disaster Number										
	Paid	PW #										
	Location/Site	Category										
Period covering to												
Description of work performed												
Type of Equipment Indicate size, capacity, horsepower, make and model	Equip Code #	Operator's Name	Dates and Hours Used each Day							Costs		
			Date							Total Hours	Equipment Rate	Total Cost
			Hours								\$	\$
			Hours								\$	\$
			Hours								\$	\$
			Hours								\$	\$
			Hours								\$	\$
			Hours								\$	\$
			Hours								\$	\$
			Hours								\$	\$
			Hours								\$	\$
Grand Totals										\$	\$	

I certify that the above information was obtained from payroll records, invoices, or other documents that are available for audit.

Certified _____	Title _____	Date _____
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Complete the Rented Equipment Summary Record as follows:

□ **Heading**

- **Applicant:** Enter the jurisdiction's name.
- **Paid:** Enter the date these charges were paid.
- **PW#:** Enter the Project Worksheet Number that this record covers.
- **Disaster Number:** Enter the assigned Disaster Number.
- **Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.

- **Category:** Enter the category of work being done, e.g. A, B, C, etc.

□ **Detail Section:**

- **Type of Equipment:** Enter the name of the equipment used including the size, capacity, horsepower, make and model.
- **Dates and Hours Used:** Enter the date used on the upper block and the hours used in the lower block.
- **W/Opr:** Enter the rate charged per hour when the rental company provides the operator.
- **W/O Opr:** Enter the rate charged per hour when the rental company does not provide the operator.
- **Total Cost:** Multiply the Hours used by the appropriate Rate Per Hour and enter.
- **Vendor:** Enter the name of the rental company.
- **Invoice No:** Enter the rental Company's invoice number.
- **Date and Amount Paid:** Enter the Date Paid in the upper block and the Amount Paid in the lower block.
- **Check No:** Enter the number of the check used to pay the vendor.

□ **Total Section**

- **Grand Total:** Add the Amounts Paid in the Date and Amount Pd column and enter.

Complete Materials Summary Record as follows:

- **Heading**
 - **Applicant:** Enter the jurisdiction's name.
 - **Paid:** Enter the date these charges were paid.
 - **PW#:** Enter the Project Worksheet Number that this record covers.
 - **Disaster Number:** Enter the assigned Disaster Number.
 - **Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
 - **Category:** Enter the category of work being done, e.g. A, B, C, etc.
- **Detail Section:**
 - **Vendors:** Enter the name of the vendor supplying the materials.
 - **Description:** Enter a description of the materials used.
 - **Quantity:** Enter the quantity used.
 - **Unit Price:** Enter the price per unit.
 - **Date Purchased:** Enter the date purchased for use or replacement of stock.
 - **Date Used:** Enter the date the materials were used on this project.
 - **Info From:** Check whether the information on this record came from a vendor's invoice or from stock records.
- **Total Section:**
 - Add up the Total Price column and enter.

Jurisdiction		MATERIALS SUMMARY RECORD					Page of	
Applicant		Paid		PW #		Disaster Number		
Location/Site		Category					Period covering to	
Description of work performed								
Vendors	Description	Quantity	Unit Price	Total Price	Date Purchased	Date Used	Info From (Check)	
			\$	\$			Invoice	Stock
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
			\$	\$			<input type="checkbox"/>	<input type="checkbox"/>
Grand Total							\$	
I certify that the above information was obtained from payroll records, invoices, or other documents that are available for audit.								
Certified							Date	
Title							Date	

Complete the Contract Work Summary Record as follows:

- **Heading**
 - **Applicant:** Enter the jurisdiction's name.
 - **Paid:** Enter the date these charges were paid.
 - **PW#:** Enter the Project Worksheet Number that this record covers.
 - **Disaster Number:** Enter the assigned Disaster Number.
 - **Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
 - **Category:** Enter the category of work being done, e.g. A, B, C, etc.
- **Detail Section:**
 - **Dates Worked:** Enter the dates for the work billed on the invoice listed.
 - **Contractor:** Enter the name of the contractor.
 - **Billing Invoice Number:** Enter the contractor's invoice submitted for payment.
 - **Amount:** Enter the total billed on the invoice.
 - **Comments – Scope:** Enter pertinent comments such as percentage of work completed, etc.
- **Total Section**
 - **Amount:** Add up the Amount column and enter.

Jurisdiction		CONTRACT WORK SUMMARY RECORD		Page	of
Applicant		Paid	PW #	Disaster Number	
Location/Site		Category			Period covering to
Description of work performed					
Dates Worked	Contractor	Billing Invoice Number	Amount	Comments - Scope	
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
to			\$		
		Grand Total			
I certify that the above information was obtained from payroll records, invoices, or other documents that are available for audit.					
Certified			Title		Date

There are six forms have been developed that address the deployment of resources under the Plan. These forms will be utilized by the key coordinators, the Central Dispatch Center and the deployed members of the task force or strike team(s).

The forms are:

1. **Resource Inventory Form** (Form #1) -- used to record the available State Fire Service resources that could be utilized under a Plan deployment.
2. **Request for Assistance Form** (Form #2) -- used by the WEM State Duty Officer to record critical incident information and the request for number and type of resources for the mission. The form will be forwarded to the Central Dispatch Center for notification of the resource agencies identified by the Response Notification System.
3. **Disaster Team Deployment Form** (Form #3) -- used to identify and provide an official notice to the requested agencies for mission deployment.
4. **Deployed Personnel Checklist** (Form #4) -- used by the agency and deployed personnel to assemble a “Go Kit” of personal items needed for a 72-hour sustainment period.
4. **Mobilization Checklist** (Form #5) -- used by the Advance Team leader at the incident, and the mission coordinator and Task Force leader at the Mustering Point (to the incident) to provide the final convoy briefing and administer equipment prior to mission departure (at the incident).
5. **Demobilization Checklist** (Form #6) -- used by the Advance Team leader at the incident, and the mission coordinator and Task Force leader at the Mustering Point (from the incident) to provide the final convoy briefing and collect equipment prior to mission return (in Wisconsin).

Resource Inventory spreadsheet and instructions will be found on the Wisconsin E-sponder, at website link www.wiesponder.com. The resources listed on E-sponder will be by the following categories:

NIMS Defined

- Category
- Kind
- Type

Resource

- Name
- Description

Resource Owner

- Entity Type
- Name of Entity

Resource Location

- Location Name
- Address
- County/Municipality
- State
- Zip Code
- WEM Region
- GIS Coordinates (Lat./Long.)

Quantity Available

- Number Available

Sharing Availability

- Share with interface site

Points of Contact

- Primary Contact
- Secondary Contact
- Tertiary Contact

Charge

- Cost
- Unit of Time (e.g. hour, day, week)

Revision Date

- Last Updated

Wisconsin Fire Service Emergency Response Plan**Request for Assistance Form**

(Type or print all information except signatures)

Part I TO BE COMPLETED BY THE REQUESTING ENTITY

Dated:	Time: _____ hrs	From the Entity of:	
Contact Person:		Telephone:	Fax:
To the Entity of:		Authorized Rep:	
Incident Requiring Assistance:			

Type Assistance/Resources Needed (for more space, attach Part IV):

Date & Time Resources Needed:	Staging Area:	
Approximate Date/Time Resources To Be Released:		
Authorized Official's Name:	Authorized Official's Signature:	
Title:	Agency:	Mission No:

Part II TO BE COMPLETED BY THE ASSISTING ENTITY

Contact Person:	Telephone:	Fax:
Type of Assistance Available: (Please use Part IV to fully note assistance and equipment to be provided)		

Date & Time Resources Available From:	To
Staging Area Location:	
Approx. Total Cost of this Deployment for Which Reimbursement will be Requested: \$	
Trans. Costs from Home Base to Staging Area: \$	Trans. Costs to Return to Home Base: \$
Logistics Required from Requesting Entity (for more space, attach Part IV):	
Authorized Official's Name:	Title:
Authorized Official's Signature:	Agency:

Dated:	Time: hrs	Mission No:
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Part III REQUESTING ENTITY'S APPROVAL

Authorized Official's Name:		Title:
Signature:		Agency:
Dated:	Time: hrs	Mission No:

Additional Information

Part IV. MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

*****ADDITIONAL INFORMATION*****

Requesting Entity: This part should be used for details of request; deployment including the conditions/meals/lodging/etc will be upon arrival

Assisting Entity: This part should be used for details of deployment including personnel names, equipment to be taken to field, and other particulars of deployment

(Response Notification System – to be created)

RESPONDER PERSONAL ITEMS CHECKLIST

- Cash (Amount appropriate for deployment)
- Two Credit Cards

Change of Clothes (Dependant upon the deployment days)

- Socks
- Shirts (Uniform and Civilian)
- T-Shirts
- Boots (Fire and Tactical)
- Gloves (Fire and Tactical)
- Pants (Uniform and Civilian)
- Headwear (Soft/Helmet/Dew Rag)
- Eye Glasses (Tactical Sun and Reading)
- Towel/washcloth
- List of Phones Numbers to your dependants
- Emergency Contact List (ICE)
- Dentist Contact Information
- Underwear
- Boots (Fire and Tactical)
- All Weather Gear
- Sweater/Sweatshirt
- Tank Tops
- Sleeping Clothes
- Hat/Baseball Cap
 - Belts (Tactical and Pants)
- Sleeping Bag/Head Knocker
- Pillow
- Doctors Contact Information
- Eye Specialist Information

Comfort Items

- Food/Water
- Snack Items (min. 3 days)
- Over the Counter Items
- Sleep Gear

Hygiene Kit

- Toothpaste
- Toothbrush
- Mouthwash
- Dental Floss
- Soap/Shampoo
- Razor and Blades
- Shaving Cream
- After Shave Lotions
- Deodorant
- Lip Balm/Sunscreen

Electronic Devices

- Music player w/ earpiece
- Game Boy
- Laptop
- Charger for all Electrical Devices
- Cell Phone (battery charger)
- Bulbs (LCD/Strobe/Flashlight)
- Portable Fire Radio
- GPS w/ Topo Interface
- Timing Devices
- Topo Maps
- Music CDs
- Audio Books on Tape/CD
- Charging Devices
- Batteries
- 2 Mil Flood
- Alarm Clock (battery operated)
- Batteries
- Watch

Identification

- Drivers License
- Department Badge and ID
- Deployment ID
- Badge and ID
- Passport

Additional Medical Items

- Personal First Aid Kit
- Foot Powder
- Vaccination Card (Papers)
- Medications
- Toilet Paper
- Baby Wipes
- Mentholatum
- Mirror (CD)

Response Guides

- Fire FOG
- DOT Emergency Response Guidebook

- ICS FOG
- Fire Analysis Software

Personal Protective Equipment

- Full Structural Firefighting Gear and SCBA
- Emergency Pop-up
- Whistle
- Deployment Coveralls (Gloves)
- Smoke Canisters
- Entrenching Tool
- Burner
- PETZL LCD Headlamp

- Ear Protection
- Eye Protection/Safety Glasses
- Mirror (CD)
- Back Flares
- DEET for Mosquitoes
- Shelter Tarp
- Strobe Lights

Reading/Writing Materials

- Pens (Markers)
- Stamps
- Reading Books

- Notebook
- Envelopes
- Reading Light

Miscellaneous Equipment

- Blouse Bands
- Jewelry (Determine what needs to be deployed)
- Beef Jerky
- Salt Tablets
- Canteen (2 qt)
- Flagging Tape
- Zip Lock Bags
- Camel Back
- Compass
- Bobby Pins
- Push Pins

- Command Vest
- Chem-Lights
- Sugar Tablets
- Leatherman/K-Bar
- Duct Tape
- Spray Paint (Highway Type)
- ICS Package
- Zip Ties
- Reading Material
- Safety Pins

Final Recommendations

- Cancel/postpone Meetings/Engagements

- Notify Personal Friends/Family

**WISCONSIN FIRE SERVICE
EMERGENCY RESPONSE PLAN**

INTERSTATE MOBILIZATION CHECKLIST

Incident Name/Mission Number: _____

Wisconsin Mission/Assignment Number: _____

Location requesting assistance (Locality/City Name): _____

Address of incident: _____

Requesting Agency Point of Contact: _____

Scheduled reporting date and time: _____

Expected duration of assignment: _____

Expected operating environment, communication plan/protocol, assignment details: _____

Pre-deployment Requirements-Advance Team (A-Team)

- Obtain situational briefing and required information from Wisconsin State Emergency Operations Center – Emergency Management Assistance Compact (EOC-EMAC) Coordinator.
- Develop resource requirements list, notify expected participants of the deployment, develop travel route, determine estimated time of arrival (ETA) for A-Team, develop and implement communications plan.
- Ensure all expenditure accountability documents are in place and understood before departure of the A-Team. The A-Team shall be responsible for establishing Memorandums of Understanding with vendors on the travel route.
- Notify Wisconsin Emergency Management-Fire Services Coordinator (WEM-FSC) and the State EOC-EMAC Coordinator of the A-Team destination and ETA. The A-Team leader shall provide WEM-FSC and State EOC-EMAC Coordinator with a cell phone number and other contact number (satellite phone, etc.)

- Obtain location and “point of contact” of the requesting agency liaison and provide information to the WEM-FSC and State EOC-EMAC Coordinator. A “face-to-face” meeting of the A-Team leader and the requesting agency Point of Contact (POC) shall take place once the A-Team has arrived at the destination.
- The A-Team leader will establish computer interface within the local/regional EOC.

Resource Deployment Procedure

- Prepare/Inventory “Go-Kit” to ensure the responder equipment (personal and professional) meets expected operating environmental conditions prior to leaving home base for the “Mustering Point”.
- Ensure “emergency contact information” for the Task Force responder’s family has been made available.
- Report to “Mustering Point” at designated time to receive situational briefing and travel instructions.
- Review the Incident Action Plan (travel orders) for the convoy operations, review position assignment (reporting authority), review communications plan (test communication equipment).
- The Task Force will depart from the “Mustering Point” at the designated time.

Arrival at Deployment Destination

- The Task Force Leader will notify the local POC as well and the A- Team leader, the Task Force convoy has arrived at the incident Reception Area or the designated staging area and will await a mission briefing. Emergency contact information will be provided to the local POC and the A-Team Leader.
- The Task Force leader shall notify home locality, the WEM-FSC, and the State EOC-EMAC Coordinator, that the Task Force convoy has arrived on site.
- Report to Reception Area supervisor or Staging Manager for initial instructions. The Task Force leader shall also provide an estimated departure date from the assignment at his earliest opportunity.
- The Task Force leader will plan for continued operations, establish work shifts to support the operations and report required information and input to other supervisory staff and team members
- Maintain contact with team members to keep them informed of location changes, mission goals and objectives for the IAP and contact information.
- The Task Force leader will distribute Personnel Resource Information Sheet to team members. Said members will complete the form and return it to the Task Force leader who will then provide it to the local Point of Contact.

Team Member Specific Checklist Items

- Notify your home Department upon arrival at the point of assignment. Review the Incident Action Plan (IAP)

goals and objectives for the operational period, review the communication plan, and perform a “radio check, confirm call sign designation.

- Your Task Force leader will check in with requesting locality POC and obtain specific information pertaining to the resources currently needed to complete the operational period goals and objectives.
- Attend locality operational briefings as directed by supervisor.
- The Task Force leader will review daily “situational reports” to keep members aware of incident progress and safety considerations.
- Attend “Planning Sessions” as directed by supervisor.
- Attend Incident Action Plan meetings as directed by supervisor.
- Participate in “Conference Calls” as directed by supervisor.
- The Task Force leader will plan for continued operations, establish work shift schedules and ensure the schedules are posted for all subordinate staff.
- The Task Force leader will maintain contact with other Wisconsin assets deployed within “Area of Operations”. The Task Force leader shall be responsible for tracking all personnel hours worked, equipment and apparatus assignments and schedule routine and emergency maintenance in accordance with guidelines established by protocol.
- Inform WEM-FSC and the State EOC-EMAC Coordinator on a daily basis of affected locations, requested missions and update the contact information of staff.
- The Task Force leader shall inform the assisting localities on a regular scheduled basis of personnel status and update the contact information.
- Task Force team members will inform supervisor of completed work assignments.
- Task Force members will report any work related injuries to Task Force leader.
- Task Force team members will report any “work rule” violation to supervisor.
- Upon completion of mission assignment, the Task Force shall prepare for demobilization, following the Demobilization Procedure Checklist.
- The Task Force leader will notify the WEM-FSC and State EOC-EMAC Coordinator the demobilization plan is being implemented.

***WISCONSIN FIRE SERVICE
EMERGENCY RESPONSE PLAN***

**INTERSTATE DEMOBILIZATION
CHECKLIST**

Incident Name/Mission Number: _____

Wisconsin Mission/Assignment Number: _____

Response demobilization from requesting locality: _____

Address of incident: _____

Estimated date and time of departure: _____

Estimated arrival at Wisconsin Reception Area: _____

Demobilization critique date, time & location: _____

Estimated release date & time from the Reception Area: _____

Final paperwork submittal date: _____

Demobilization “Advance-Team” (A-Team) Responsibilities

- The Wisconsin Advance Team (A-Team) leader will assign a liaison to assist the Planning Section Chief and the Demobilization Branch Director with the development of a plan for the release of Wisconsin resources.
- The A-Team leader will notify the Wisconsin Emergency Management – Fire Services Coordinator (WEM-FSC) and the State EOC-EMAC of the release schedule/plan.
- The A-Team leader will inform the Wisconsin Task Force leader of the scheduled release of Wisconsin resources. Collectively, the A-Team leader and Task Force leader will develop the “Convoy Plan” to include: daily mileage expectations, fuel stops, restaurant stops, and 8-hour rest stops. It is likely this convoy plan will mirror the deployment Convoy Plan.

Resource Demobilization Procedure

- The Task Force leader will inform Wisconsin resources of the date and time of their expected release from the incident/event. The Task Force leader will distribute and review with subordinate staff the approved Convoy

Plan.

- The Convoy Plan will include Safety Procedures which will remind all resources that personal safety is paramount during the demobilization process. All personnel will be required to have mandatory 8-hours of rest prior to departure and rest periods during the return trip.
- The Task Force leader will direct subordinate staff to return all assigned equipment from stricken locality prior to departure.
- The Task Force leader will instruct all subordinate staff to report any injuries, work rule violations, and harassment to immediate supervisor, and complete and turn in all associated paperwork related to the incident/event prior to departure. The Task Force leader will submit all paperwork to A-Team leader.
- Wisconsin resources will participate in a debriefing of the incident prior to departure from the incident/event.
- Wisconsin resources will then assemble at the designated departure point 1-hour prior to the actual departure. Apparatus operators will complete apparatus safety checklist and submit it to the Task Force leader. All major discrepancies must be corrected prior to departure. Repair of minor discrepancies will be at the discretion of the Task Force leader.
- Upon return to Wisconsin, all task force units and personnel shall report to the Reception Area to complete final paperwork, return any assigned equipment from the Reception Area and participate in a critique of the incident/event.
- Resources will be released from the Reception Area for return to home base. Upon arrival at their respective home base the supervisor from the Department shall notify the Task Force leader that they have arrived at their home base. The Task Force leader will notify the WEM-FSC of the safe return of Wisconsin resources.
- All associated paperwork will be forwarded to the Wisconsin State EOC-EMAC Coordinator for compilation into a final invoice for the stricken locality.
- The State EOC-EMAC Coordinator, with assistance from the WEM-FSC, the A-Team leader and the Task Force leader, will then develop an "After Action Review" of the Wisconsin deployment.

(ICS Form 221 to be inserted)

Appendix O – Incident Command System (ICS) Forms Responsibility and Distribution

ICS FORM	TITLE	Incident Action Plan	Section Responsible	ORIGINATOR	APPROVALS REQUIRED	DISTRIBUTION
201	Incident Briefing		Command	Initial Attack Incident Commander	None	Situation and Resource Units
202	Incident Objectives	x	Planning	Planning Section Chief	Incident Commander	All Section, Branch, Division/Group Heads, and Unit Leaders
203	Organization Assignment List	x	Planning	Resources Unit	None	All Section, Branch, Division/Group Heads, and Unit Leaders
204	Assignment List	x	Operations and Planning	Operations Chief and Resources Unit	Planning Section Chief	All Section, Branch, Division/Group Heads, and Unit Leaders
205	Incident Radio Communications Plan	x	Logistics	Comm Unit Leader	None	All Section, Branch, Division/Group Heads, and Unit Leaders
206	Medical Plan	x	Logistics	Medical Unit Leader	Safety Officer (Review)	All Section, Branch, Division/Group Heads, and Unit Leaders
207	Incident Organization Chart		Planning	Resources Unit	None	Command Post Display
208-HM	Site Safety and Control Plan		Command	Safety Officer	Incident Commander	All Section, Branch, Division/Group Heads, and Unit Leaders - Command Post Display
209	Incident Status Summary		Planning	Situation Unit	Planning Section	Incident Commander, Command Staff, Section Chiefs, Planning Section Unit Leaders, Dispatch Center, and Command Post Display
210	Status Change Card					

211	Check-In List		Planning and Logistics	Comm Center, Resources Unit, Staging Area, Base Camp and Helibase	None	Resources Unit and Finance Section
212	Incident Demobilization Vehicle Safety Inspection					
213	General Message		ALL	Comm Center or any Msg Originator	None	Original to Addressee
214	Unit/Activity Log		ALL	Section Chiefs, Branch Directors, Division/Group Supervisors, Unit and Strike Team Leaders	None	Immediate Supervisor
215	Operational Planning Worksheet		Operations and Planning	Operations Chief, Planning Section Chief	Incident Commander	Resources Unit
215-A	Incident Safety Analysis - LCES		Safety Officer	Safety Officer		
216	Radio Requirements Worksheet		Logistics	Comm Unit	None	Internal Comm Unit Worksheet
217	Radio Frequency Assignment Worksheet		Logistics	Comm Unit	None	Internal Comm Unit Worksheet
218	Support Vehicle Inventory		Logistics	Ground Support Unit	None	Resources Unit
219	Resource Status Card (1-8)		Planning	Resources Unit	None	Posted in Resource T-Card Racks
220	Air Operations Summary Worksheet		Operations	Air Operations Director	None	Air Support Group Supervisor
221	Demobilization Checkout		Planning	Demobilization Unit	None	
222	Incident Weather Forecast Request		Planning	Situation Status Unit		
223	Tentative Release List		Planning			
224	Crew Performance Rating		Admin			
225	Incident Personnel Performance Rating		Admin			
226	Compensation for Injury Log		Admin			
227	Claims Log		Admin			

228	Incident Cost Worksheet		Finanace			
229	Incident Cost Work Summary		Finance			

Following is a glossary of terms and terminology that are consistent with the National Incident Management System (NIMS) and the Incident Command System (ICS) and relate to MABAS in establishing mutual aid assistance:

ACCOUNTABILITY SYSTEM* A procedural system designed to track and account for the assignment of personnel on the scene of an emergency incident.* See PASSPORT System

AGENCY REPRESENTATIVE An individual assigned to an incident from an assisting or cooperating agency that has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

AIDING UNIT A MABAS member or Non-MABAS member furnishing equipment, personnel or services to a stricken unit.

ALARM LOG The Alarm Log is a form which is used to record the times, incident location, box alarm number, alarm level, responding equipment type, community name and vehicle number.

ALERTING ENCODERS A tone encoder at a Division Dispatch or Back-up Center used to activate MABAS alerting receivers.

ALERTING RECEIVERS A receiver on the IFERN frequency that is tone activated by MABAS Division Dispatch Centers.

AMBULANCE (AMB) A vehicle whose primary function is the care and transportation of sick or injured persons. An ambulance can be classified as ALS (Advanced Life Support), ILS (Intermediate Life Support) or BLS (Basic Life Support). Minimum staffing of two (2) EMT-B's (BLS) or one (1) paramedic or one EMT-I and one (1) EMT-B (ILS) or two EMT-I (ILS) and one (1) EMT-B (ALS) or two (2) paramedics (ALS).

ASSISTING AGENCY An agency directly contributing tactical or service resources to another agency.

AUTOMATIC AID See Mutual Aid Response

BOX ADDRESS The address of an intersection in the center of the Box area or the address of the emergency scene itself.

BOX ALARM For the purpose of MABAS, a Box Alarm is a fire or other emergency requiring mutual aid through MABAS. A Box Alarm is the first request level for MABAS assistance. A 2nd, 3rd, 4th or 5th Alarm (or higher) are additional calls for equipment to the same fire or disaster area.

BOX CARD A printed form containing details of departments, specialized personnel and equipment to respond to a given geographical area, target hazard and/or specialized response within a community.

BOX CARD NUMBER Box alarm numbers are utilized to identify specific box alarm assignments for a fire department. Box alarm numbers can be duplicated between multiple departments.

BRANCH Used in NIMS/ICS whenever the number of Divisions or Groups exceeds the Span of Control. It can be either geographical or functional. The person in charge of each Branch is designated a Director.

CENTRAL DISPATCH CENTER The facility from which resources are notified and assigned mission information when utilizing this Plan. Resources will communicate their status and request/be provided information through this facility.

CHANGE OF QUARTERS Apparatus assigned physically changes to the stricken community to be available for simultaneous calls or move up to the fire scene on additional alarms.

COMMAND POST The location of the Incident Commander of the fire or emergency scene. The Command Post at the scene will be identified by a flag or green revolving or flashing light or both.

DIVISION Established to provide resources and coordination for a specific *geographical* location at an incident. The person in charge of each Division is designated as a Supervisor.

ENGINE (ENG) A vehicle whose primary function is the delivery of water at increased pressures on the emergency scene. Reference is NFPA 1901. Minimum staffing of four (4) persons.

ELEVATED PLATFORM A vehicle whose primary function is the same as "Truck" (see definition) and is equipped with a working platform attached to the extreme end of telescoping aerial device.

EMERGENCY SUPPORT FUNCTIONS State agencies will provide resources to local government according to the functional responsibilities outlined in the State Emergency Response Plan. These functions are referred to as Emergency Support Functions (ESF). For each function, a designated State agency will have primary responsibility and will provide resources and leadership relating to that function. The ESF's that are covered in the Plan are as follows:

- ESF 4 (Emergency Support Function 4)-Firefighting
- ESF 8 (Emergency Support Function 8)-Emergency Medical Services
- ESF 9 (Emergency Support Function 9)-Search and Rescue
- ESF 10 (Emergency Support Function 10)-Hazardous Materials

FIELD RESOURCE OPERATIONS GUIDE (FROG) A written guide to the various positions, functions and resources that are field deployable.

FIREGROUND FREQUENCIES Radio communication frequencies utilized for tactical operations at the incident level. These frequencies will be utilized in a simplex mode only and

shall not be repeated, trunked, or high powered. These frequencies are used to transmit and receive critical fireground information and may be used at the discretion of the Incident Commander. All radios are limited to 10 watts of transmission power. Narrow-band frequencies that may not be available on all radios. *See the Communication Plan in Appendix J.

GROUP Established in the NIMS/ICS structure to provide resources and coordination for a specific *functional* responsibility for an incident. The person in charge of each Group is designated as a Supervisor.

IMAS WORKGROUP A workgroup assembled for the development and maintenance of the Wisconsin Fire Service Emergency Response Plan. The make up of this workgroup are equal representatives of WSFCA, WEM, and MABAS-WI.

INABILITY TO SUPPLY EQUIPMENT If a Department that is due to respond cannot properly staffed apparatus because of an existing situation (i.e. present fire of their own, apparatus out of service, or lack of personnel) **THEY MUST** notify the requesting Central/Division/Regional Dispatcher immediately, so that the fill-in apparatus can be assigned from another department. This will usually be done from the next level of alarm.

INCIDENT COMMANDER (IC) The individual responsible for the management of all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

INCIDENT COMMAND SYSTEM (ICS) A standardized on-scene emergency management construct specifically designed to allow its users to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

INCIDENT MANAGEMENT ASSISTANCE TEAM (IMAT) An organization of overhead personnel operating within the Incident Command System with responsibility for the management of resources to effectively accomplish objectives determined for an incident, under the direction of the Incident Commander.

MABAS MEMBERS Agencies that are established by local governmental entities in Wisconsin and that have entered into a written Agreement (See **Appendix C**) to work together for the provision of fire, EMS, rescue, and related services. The MABAS-WI members are organized by Divisions and are governed by an Executive Board comprised of the representatives of each Division.

MABAS DIVISIONS: Divisions are groups of agencies within a geographical area working together to provide mutual assistance to one another on a routine basis (See Detailed MABAS-WI maps – **Appendix F**). Each Division President is responsible for maintaining a current listing of available fire service resources within their respective Division.

MEMBER UNIT A unit of local government including, but not limited to, a city, village, or fire protection district having a fire department recognized by the involved State Government; or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS agreement and has been appropriately authorized by the governing body to enter into such agreement.

MUSTERING POINT The regionally designated point of departure for a deployed single resource, strike team, and/or task force to the designated reception area of the mission.

MUTUAL AID AGREEMENT Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.

MUTUAL AID BOX ALARM SYSTEM (MABAS) A Midwest multi-state fire service system for organizing, coordinating, communicating, and deploying fire services resources for fire, hazardous materials, emergency medical, and rescue incidents. Each individual state has the authority to develop state-specific rules, however all operate under a consistent agreement. The MABAS was originated in and is anchored by the State of Illinois.

MUTUAL AID RESPONSE This is a contractual agreement between two or more Departments to respond with specific equipment and personnel to a special area or building in that community on an initial alarm. This equipment should be listed in the "Still" column (or in a separate column between STILL and BOX) on the Box Alarm Card as it is due prior to the calling of a Box Alarm. Mutual Response is sometimes referred to as Automatic Aid.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) Developed by the U. S. Department of Homeland Security Secretary, NIMS establishes standardized incident management processes, protocols, and procedures that all responders -- Federal, state, tribal, and local -- use to coordinate and conduct response actions.

NON-MABAS MEMBERS: Agencies that are not members of MABAS-WI and have not adopted the written MABAS Agreement. These agencies may receive resources under the Plan. Stricken units that are not part of MABAS-WI will be provided the resources of the Plan and MABAS-WI at their request. Non-MABAS members will not be requested nor will they participate in a MABAS-WI or EMAC deployments.

OPERATIONAL PERIOD A defined time period, e.g. 06:00 to 06:00 hours, in which a specific set of objectives are established for managing incident activities and for which specific resources and personnel are assigned to those activities. For the purposes of the ISERP, an Operational Period is defined as up to 24 hours.

PASSPORT SYSTEM An accountability system that utilizes components such as helmet shields (optional), passports, nametags, and status boards to track the assignment of personnel at an emergency incident.

QUINT A vehicle whose primary function is the same as a "Truck" (see definition), but is equipped and capable of functioning as an "Engine" (see definition).

RECEPTION AREA The location separate from staging areas where resources report in for in-processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, distribution of Incident Action Plans, and supplies (a.k.a. Base Camp).

REGIONS: A region is a grouping of counties in a geographic area that have been designed for deployment of resources within the Region and to other Regions. (See page 71). These regions, used by both WEM and MABAS-WI, are determined and may be altered by the Adjutant General for the State of Wisconsin (ss. 166.03 (2) 6. (b) 1., Stats). Each region has a Regional Director for WEM and a Regional Coordinator for MABAS-WI to assist in coordination of activities in that region.

REGIONAL COORDINATOR A position in the Plan that is responsible for maintenance and coordination of the Plan at the regional level. During a Plan activation, this position will be assigned to deployed resources as they arrive at the Reception Area providing detailed mission information and logistical support (see Key Position Checklist).

RESOURCE KIND A classification of resources in the incident command system which refers to function; e.g. engine, truck, ambulance, tender, etc.

RESOURCE TYPE – Refers to resource capability. A Type 1 resource provides a greater overall capability due to power, size, capacity, etc., than would be found in a Type 2 resource.

REQUESTING A BOX It is the responsibility of the Department with the fire or other emergency to notify their Division Dispatch Center and request a Box Alarm or subsequent Alarms. The Box Number, type of incident, level of Alarm requested, address/ location, staging, and authority are to be given.

RETURNING EQUIPMENT At some time after the Box Alarm is struck out, the Incident Commander will return equipment. The order in which it is returned will be at the discretion of the Incident Commander.

SINGLE RESOURCE May be individuals, a piece(s) of equipment and its personnel complement, or a crew or team of individuals with an identified supervisor that may be requested to support the incident. A single resource identified by Incident Command will be the equipment, plus the individuals required to properly utilize it.

SKIP ALARMA department, at the time of the alarm, may request to go to a 2nd, 3rd, 4th, or higher alarm. All equipment assigned to respond to the scene or change quarters on each previous level of alarm will respond or change quarters to the emergency. This may occur at any other level as well as when the original Box Alarm is called.

SNORKEL A vehicle whose primary function is the same as a "Truck" (see definition) and is equipped with a working platform attached to the extreme end of an articulated aerial device. Minimum staffing is four (4) persons.

SPECIAL BOX CARD A Box Card designated for Interdivision mutual aid listing a MABAS Division's equipment available to respond based, the type of equipment, and location.

SQUAD (SQD) A vehicle whose primary purpose is to provide personnel and/or heavy rescue support services on the emergency scene. Reference is NFPA 1901. Minimum staffing is four (4) persons.

STAGING AREA A location near the fire or emergency scene where additional equipment is directed to assemble for further instruction and organization. Also known as Level II staging.

STATE DUTY OFFICER A position in WEM designated to be the point of contact for activation of the Plan requiring the fire resources of the State. This position is available on a 24 hour, 7 days a week basis (see Plan Activation and Key Position Checklist).

STATE EMERGENCY OPERATIONS CENTER (SEOC) A facility operated by the Wisconsin Emergency Management Agency that coordinates the overall response of state government agencies and assets in support of an incident. This facility is located at the Department of Military Affairs in Madison.

STATE EMERGENCY RESPONSE PLAN (SERP) The state plan for actions to be taken by government and citizens when disaster threatens or strikes. It consists of assignment of responsibilities to state agencies, coordinating instructions, staffing, essential facilities, and general operations common to most major emergencies.

STILL ALARM The initial response to an incident. A Still Alarm may involve mutual response or change of quarters. This response is left to the individual community's discretion. Minimum staffing is that personnel existing on apparatus at the time agreed upon by the communities. Multiple levels of still alarms (Full Still, Working Still, etc.) are permitted. NOTE: The local dispatcher is responsible for dispatching all units listed in the Still Alarm level(s).

STRIKE TEAM Five (5) like units, e.g. Type 1 engines, with common communications and an assigned Strike Team Leader. The Leader should be in a separate vehicle for mobility and will meet with the Team at a staging area or other designated location and coordinate their response to, and efforts during, the incident.

STRIKEN UNIT MABAS member or Non-MABAS member local governmental unit which requests aid in the event of an emergency.

STRIKING OUT A BOX ALARM When the Incident Commander feels that the fire or other emergency is under control and he will not require another level Alarm, he is to "Strike Out the Box Alarm". The striking out of the Box Alarm is only done once and not for each level of Alarm. The Incident Commander will notify the Division Dispatch Center and give his name, the location of the Box Alarm and request that the Box Alarm be struck out per his orders. This means that companies due to respond on additional alarms will be advised by the striking out of the Box Alarm that they will not be needed.

TENDER (TNDR) A water transport vehicle with a minimum capacity in excess of 1250 gallons and staffed by a minimum of two (2) persons. Previously referred to as a Tanker.

TASK FORCE Five (5) units, which need not be identical, e.g. three (3) Type 1 Engines and two (2) aerials, with common communications and an assigned Task Force Leader. The leader should be in a separate vehicle for mobility and will meet with the team at a staging area or other designated location and coordinate their response to, and efforts during, the incident.

TELE-SQUIRT TRUCK (TRK) Engine equipped with an elevated master stream device. A vehicle whose primary function is performing rescue and/or the delivery of large volumes of water from an elevated height. Reference is NFPA 1901. Minimum staffing is four (4) persons.